

Standard Terms and Conditions:

Landscape Architecture and Planning Services

RASOR, LLC Job #2022.11 Millinocket Fire Station Site Feasibility Study

4.5.22 | Page 1

This Agreement is between Town of Millinocket, ME (Client) and RASOR, LLC – 87 Main Street, Yarmouth, ME 04096 (RASOR).

I: BASIC AND ADDITIONAL SERVICES

- A. RASOR’s professional services are outlined in the attached Basic and Additional Services dated 4.5.22.
- B. RASOR agrees to provide its professional services in accordance with generally accepted standards of its profession.

II: CLIENT’S RESPONSIBILITIES

- A. Client agrees to provide RASOR with all information, surveys, reports, and professional recommendations and any other related items requested by RASOR in order to provide its professional services. RASOR will rely on the accuracy and completeness of these items.
- B. Client agrees to advise RASOR of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions and other site contaminations.
- C. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of RASOR’s services.

III: REIMBURSABLE EXPENSES

NA

IV: COMPENSATION, PAYMENTS, AND REVISIONS TO BASIC AND ADDITIONAL SERVICES

- A. RASOR shall be compensated per the fee and rates noted in the Basic and Additional Services dated 4.5.22. Checks shall be payable to MRLD, LLC.
- B. RASOR will bill the Client directly at the end of each four-week cycle, depending on corresponding work completed during that time. Each invoice will detail work completed. Payment is due upon receipt of invoice. Payment not made within 60 days from the end of the calendar month to which the invoice applies will bear interest from the end of such month at the rate of one-and one-half percent 1 1/2% per month until paid. The provision for payment of interest shall not be construed as authorization to make payments late. Failure of the Client to make payments when due shall be cause for the suspension of services. RASOR shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts under this contract, including, without limitation, legal fees.

No deduction shall be made from RASOR’s compensation on account of any claim pursuant to an arbitration award rendered in favor of the Client pursuant to paragraph VI.C below.

All fees and expenses are in US dollars exclusive of transfer costs and tariffs.

The Basic and Additional Services and related compensation may be revised in writing between RASOR and the Client as an addendum to this agreement.

Additional work beyond this agreement will be billed at \$150.00 an hour for Principal and \$90.00 for Associate with prior authorization from the Client.

Standard Terms and Conditions:

Landscape Architecture and Planning Services

RASOR, LLC Job #2022.11 Millinocket Fire Station Site Feasibility Study

4.5.22 | Page 2

V: SCHEDULE

- A. RASOR shall render its services as expeditiously as is consistent with professional skill and care. During the Project, anticipated and unanticipated events may impact Project schedule. RASOR is available to begin the project immediately. RASOR can meet the Client's schedule for process and deliverables.
- B. As of the date of this Agreement, Client acknowledges that significant changes to the Basic and Additional Services may require Additional Services of RASOR.

VI: GENERAL TERMS

- A. **Acceptance and Review –**
The proposal to which these terms and conditions are attached is subject to renegotiation if not accepted by the Client in writing within 30 days. If an extension is desired the Client shall notify RASOR in writing prior to the expiration date. When accepted, the attached proposal and these terms and conditions shall become the "Agreement." The fees and terms, except for normal increases in annual payroll costs, shall remain in full force and effect for one year from the date of the Agreement and shall be subject to revision at that time, or any time thereafter, if RASOR gives written notice to the Client at least 60 days prior to the requested date of revision. In the event that the parties fail to agree on new rates, either party may terminate the Agreement by giving the other party seven days' written notice.
- B. **Termination –**
The Agreement shall be subject to termination upon a seven-day written notice at any time for good cause by either party. In the event of termination, full payment shall be made for services performed to termination date including reimbursable expenses then due and all termination expenses. In the event of termination for reasons other than RASOR's breach, termination expenses shall include damages for breach of contract including lost profits.

If the Agreement is terminated prior to the completion of the services described herein, use of any interim reports or other documentation is limited to the Client's internal purposes and no distribution thereof to others shall be made without RASOR's specific written authorization.

- C. **Arbitration –**
All claims, disputes, and other matters in question arising out of, or relating to the Agreement or the breach thereof, shall be decided by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in questions has arisen. The arbitration shall be held in Portland, Maine, unless the parties agree otherwise. In no event shall the demand for arbitration be made after the date with the institution of legal or equitable proceedings based on such claim, dispute or other in question would be barred the applicable stature of limitations.

- D. **Publicity –**
The Client shall identify RASOR as the project Landscape Architect in promotional, marketing, and permitting related materials.
- E. **Use of Documents –**
Use of project documents for extensions of the project, or for new projects, or for the completion of this project shall be at the discretion of the Client. In the case that the Agreement between the Client and RASOR is terminated in writing, RASOR is not liable for the Project, the use of documents for findings related to permitting, policy decisions, construction, cost estimating or other applicable use of the drawings and documents. The documents produced for this project are for illustrative purposes only, not permitting or construction.

Standard Terms and Conditions:

Landscape Architecture and Planning Services

RASOR, LLC Job #2022.11 Millinocket Fire Station Site Feasibility Study

4.5.22 | Page 3

F. Estimate –

Since RASOR has no control over project costs as they arise, any estimates of cost for the project provided for herein, if any, are to be made on the basis of experience and qualifications and represent best judgments as a design professional familiar with the construction industry, but RASOR cannot and does not guarantee that proposals, bids, or the project construction cost will not vary from prepared preliminary cost estimates.

G. Laws, Rules, and Regulations –

RASOR will use its best professional efforts to identify laws, rules, and regulations which apply to the project, to interpret the same in a reasonable manner, to seek the advice of governmental officials and/or the Client's legal counsel when questions of interpretation and/or applicability arise, and to produce reports, plans, and other documents which are consistent therewith. Having done so in accordance with normal standards of good professional practice, RASOR will have met its obligation hereunder and will not be responsible for contrary interpretations or determinations by enforcement authorities or others. At the Client's request, RASOR will furnish certificates to lenders or others regarding compliance with laws, rules, and regulations, provided that such certificate is consistent with the above and that the requested form of such certificate is furnished to RASOR no less than five business days before the date on which it is required by the Client.

H. Liability –

Due to the unique nature of this project and the speed of the design and implementation, The City accepts all liability for the work performed as part of this agreement and holds RASOR and subconsultants harmless from any liability.

With specific respect to design requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client agrees to waive any action against RASOR and to indemnify and defend against any claim arising from RASOR's alleged failure to meet ADA design requirements prescribed. Client understands that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel for purposes of interposition is advisable.

The Client and RASOR waive all rights against each other and against the subcontractors, contractors, consultants, agents, and employees of the other for damages to the Project. RASOR and subconsultants are not liable for any property damage or personal injury claims arising from this project.

I. Hazardous Material –

The Client recognizes that RASOR does not carry any insurance which covers acts or omissions relating to (a) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, or (b) pollutants, hazardous wastes, hazardous materials, contaminants, or the dispersal, discharge, leakage, use, detection, removal, containment, or treatment thereof. (The materials and activities listed in the foregoing sentence are referred to as "Excluded Materials and Activities"). The Client agrees that if the Project involves any Excluded Materials or Activities, the Client will bear the sole risk thereof. In furtherance of the foregoing, the Client agrees to release indemnify, defend, and hold harmless RASOR, its consultants, and their officers, agents, and employees collectively, the "Releases" of and from all costs, claims, damages, and liability arising out of or relating to Excluded Materials and Activities, acts or omissions of the Releases, the Client, or third parties relating thereto, or injury caused thereby, excepting any such costs, claims, damages, or liability as are solely the result of any wanton, willful, or intentional act or omission of any of the Releases. The foregoing Agreement by the Client shall be effective whether or not RASOR's Basic or Additional Services involve any Excluded Materials and Activities, with the understanding that RASOR's liability with respect thereto shall in all cases be limited to wanton, willful, or intentional acts or omissions.

Standard Terms and Conditions:

Landscape Architecture and Planning Services

J. Miscellaneous –

The Agreement constitutes the entire Agreement between the parties with respect to RASOR's services described herein, supersedes all prior Agreements, and may be amended only in writing.

The Client and RASOR each bind itself and its partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement, except as above, neither the Client nor RASOR will assign, sublet, or transfer his interest in the Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer employee, or agent of either party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Client and RASOR. The Agreement shall be construed in accordance with and shall be governed by the laws of the State of Maine.

K. Irrespective of any other term in this Agreement, RASOR shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with RASOR's documents.

L. Client agrees to indemnify, defend and hold RASOR harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that RASOR shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by RASOR's negligent errors or omissions.

M. Client and RASOR waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. RASOR's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against RASOR for claims, disputes or other matters in question arising out of or relating to the Project.


N. To the extent damages are covered by property insurance during construction, Client and RASOR all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or RASOR, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

O. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

RASOR, LLC.
CONSULTANT

Town of Millinocket, Maine
CLIENT

By: 
Signature of Authorized Agent

By: _____
Signature of Authorized Agent

Mitchell Rasor, Principal

Printed Name and Title

Printed Name and Title

Date: 4.5.22

Date: _____