

PROJECT DESCRIPTION

The following narrative describes a comprehensive list of services required to prepare schematic landscape drawings for the Phase 1 project area of the Fernley Main Street Master Plan. The project area includes the areas between back of curb of Fernley Main Street to building face and extends from West Street east to Silver Lace Boulevard. The purpose of the project is to provide design guidance for distributing and locating streetscape improvements along the project area. The schematic drawings will build from the existing Master Plan to illustrate where improvements funded through Community Development Block Group Funding might occur.

Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DESIGN WORKSHOP) in connection with this agreement is as follows:

SCOPE OF SERVICES

Task One: Schematic Design and Enlargements

Based on City provided files (if available) depicting the existing improvements, property lines/Right-of-Way, utilities, easements, and aerial background. Design Workshop will develop a plan rendering and enlargements of the project areas to depict the location and design intent of proposed improvements.

Specific tasks to be completed are as follows:

1. Prepare schematic design diagrams for each area to be reviewed with City staff.
2. Prepare AutoCAD concept drawings for each area depicting the streetscape improvements based on comments from City staff.
3. Prepare imagery boards of street furniture (benches, trash receptacles, bicycle racks, etc.).
4. Identify potential location and types of public art.
5. One meeting with City staff (and project partners, if applicable) to review and refine the concept plan.

Deliverables:

- One (1) plan view schematic design showing location of funded streetscape improvements along entire project area.
- One (1) enlarged schematic design showing location of more intense streetscape improvements as coordinated with City staff and potential project partners.
- One (1) summary document of the concept drawings, materials, and imagery examples.
- One (1) landscape drawing showing site furnishing and art locations that can be used by a landscape contractor to bid and install the elements. It is anticipated that built improvements such as structures and paving are not included. If such elements are incorporated, Design Workshop may provide the design intent but full design, construction documentation, implementation and construction observation would be by others.

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required and available for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin services, we will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of soils/geology reports.
3. A copy of current architectural, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

The following items are not included in the scope of services or are anticipated to be by others and are not included in the scope of services. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Construction documentation and construction observation.
2. Irrigation design. (City staff or a contractor may develop an irrigation approach as a contractor or City provided item during construction. Depending on preferred design, installation of a water meter may exceed the project budget. Therefore, although the Schematic Plan will show the location of proposed streetscape plantings, installation may not be included in this phase of work.)
3. Improvements to the street, moving of curbs, replacement of sidewalks or other hardscape elements.
4. NDOT coordination.
5. Signage design.
6. Architectural and structural design of elements.
7. Permit coordination or submittals.
8. Stakeholder or public outreach.
9. City Council presentations or approvals.
10. Opinions of probable cost.
11. Project budget anticipates City staff will prepare bid documents, obtain and coordinate contractor bids, and oversee and observe construction installation.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Stephanie Grigsby

Stephanie Grigsby will serve as Principal-in-Charge of the Fernley Main Street Phase 1 Schematic Design project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop.

Project Manager – Ben Fish

Ben Fish will serve as the Project Manager for the Fernley Main Street Phase 1 Schematic Design project. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the Client's team.

FEES AND EXPENSES

1. Basic services

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$15,450.

Task One	Schematic Design and Enlargements	\$15,450
	Total Professional Fees (including reimbursables)	\$15,450

2. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

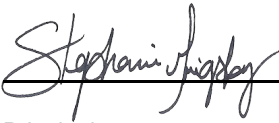
PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and the City of Fernley, to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By:  _____ Date: 9/6/2019
Title: Principal

APPROVED BY CLIENT:

By: _____ Date: _____
Title: _____

ATTACHMENTS:

1. Attach invoicing questionnaire and Attachment A Contract Provisions.

Client Billing Information

- Company to be billed: _____

- Billing Address: _____

- Billing Address: _____

- Billing Contact Name: _____

- Billing Contact E-mail: _____

- Phone Number: _____

- Purchase Order #/ Contract # to appear on bills? _____

- Lien waivers/pay requests required to pay? _____

*If yes to lien waivers/pay requests, please attach a copy to this form. If there are electronic forms, please forward them to your DW Project Manager who will forward them on to our Finance team.

- Is there a specific date your company needs our invoice?

- Please list any other special billing requirements not mentioned above:

Attachment A

Contract Provisions

1. All fees, commissions, and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event of non-payment, such unpaid amounts shall constitute and become a lien upon the property for which professional services are being performed or completed. Design Workshop may, at its discretion, assert its right to file and foreclose upon such lien, in addition to pursuing any other remedies permitted by law. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Design Workshop's performance, and the value of the services provided to Client. If Client does not pay Design Workshop within thirty (30) days of the date of billing and Design Workshop consults with an attorney for collection, then, in addition to all sums due, Client agrees to pay all costs incurred by Design Workshop associated with collection, including Design Workshop's reasonable attorney's fees and reasonable court costs. Additionally, in the event Client brings any claim(s) against Design Workshop in any lawsuit, arbitration, or other form of binding dispute resolution (hereinafter "Proceeding"), if Client is not the prevailing party in its claim(s) against Design Workshop or if Design Workshop is dismissed from the Proceeding for any reason (including by stipulation, agreement, court order, or voluntary withdrawal of claims by Client), then Client shall pay all costs incurred by Design Workshop associated with defending against the claim(s), including Design Workshop's reasonable attorney's fees and reasonable court or arbitration costs.
2. When any invoice is outstanding and unpaid thirty (30) days after the date of billing, Design Workshop may, at its discretion, stop work on the project. In addition, when any invoice is outstanding and unpaid ninety (90) days after the date of billing, Design Workshop may withdraw from any governmental agency review process any applications, drawings, submittals or other project documents reflecting Design Workshop's services. No notice of Design Workshop's intent to stop work or to withdraw from any governmental review process shall be required. Client forever releases, discharges and holds Design Workshop harmless from any and all liability arising out of Design Workshop's withdrawal of any applications, drawings, submittals or other project documents. Client shall fully indemnify, defend, and hold harmless Design Workshop against any and all claims for liability asserted by any project participant for any action taken by Design Workshop under this paragraph.
3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Design Workshop to suspend activity on the project, Design Workshop shall be compensated for all services performed together with all reimbursable expenses due and the Agreement shall be deemed terminated. If the project is resumed after such suspension, the Agreement between Client and Design Workshop shall be renegotiated prior to resumption of services by Design Workshop. Such renegotiation shall include a fee for remobilization costs incurred by Design Workshop. In the event that this Agreement is terminated due to the suspension or abandonment of the project, Client shall make full payment to DW for all compensation due hereunder within 30 days of receipt of a final invoice from DW. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.
4. Design Workshop reserves the right to raise hourly rates at its own discretion during the course of this project. Any such increases, however, will not result in an increase in the total fees identified in this proposal unless specific services are being provided on a time and materials basis.
5. All drawings, specifications and other work product, including those in electronic form, prepared by or through Design Workshop are the Instruments of Service for use solely with respect to this project. Design Workshop shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.

Design Workshop grants the Client a nonexclusive license to reproduce Design Workshop's Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the Client on another project, except by agreement in writing between Design Workshop and Client.

Any unauthorized use of the Instruments of Service without Design Workshop's consent shall be at the Client's sole risk and without liability to Design Workshop. The Client shall indemnify and hold harmless Design Workshop, and Design Workshop's subconsultants from and against claims, damages, losses and expenses, including, but not limited to payment of attorney's fees, arising out of unauthorized use of the Instruments of Service that are part of this project.

Design Workshop shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Design Workshop.

6. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Design Workshop should be listed as the planner/landscape architect. In addition, this Agreement represents non-exclusive approval by the Client for publication and award submissions of the project by Design Workshop.

7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact as a result of this Agreement, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
8. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Agreement may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates this Agreement for convenience, DW shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
9. Design Workshop shall perform its services consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same manner and similar locality under the same or similar circumstances. Design Workshop and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.
10. All notices and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Design Workshop:	If to Client:
Telephone:	Telephone:

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

11. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
12. This Agreement shall be binding upon the parties, their partners, successors, assigns, and legal representatives. Client shall not assign this Agreement without the consent of DW.
13. This Agreement may be amended or modified only by written instrument executed by both parties.
14. This Agreement (together with the attached Exhibits, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
15. This Agreement shall be governed by the Laws of the State of Colorado. The parties agree that venue for any dispute between them arising out of or relating to this Agreement shall be in the City and County of Denver, State of Colorado.
16. In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits, schedules, and Addendum attached hereto, as the same may be amended from time to time.
17. This Agreement represents the entire and integrated agreement between Client and Design Workshop and supersedes all prior negotiations, warranties, representations, promises or agreements, either written or oral, and with direct or indirect, connected in any way with this Agreement. Client agrees that it is not relying on, and Design Workshop has not bound by, any representations, claims or promises made by Design Workshop or any of its agents or employees, or contained in any marketing or other materials, unless they are expressly included in this Agreement.
18. Client and Design Workshop acknowledge that achieving any performance objectives is dependent upon many factors beyond Design Workshop's control, such as Client's use and operation of the project; the work provided by other contractors and consultants; and interpretation of the finished project by any applicable authority or inspection agency. Performance objectives can include sustainability environmental goals, economic goals, social goals and other similar objectives that can be measured. Accordingly, Design Workshop does not warrant or guarantee that the project will achieve any performance objectives unless expressly stated otherwise in this Agreement.

Other conditions
(Insert additions and modifications to the Standard Contract Provisions.)