

Date: 9/22/2023

Cumberland Landesign Inc.
104 Leeward Point
Hendersonville, TN 37075
615-333-4636

Client:
City of Ashland City
c/o Gerald Greer

RE: Streetscape Improvements

Dear Client,

Cumberland Landesign is pleased to provide you with this proposal on the above referenced project. This will cover 1) Streetscape Improvements, 2) Additional Services.

1) Streetscape Improvements

Cumberland Landesign will prepare a set of improvement plans addressing aesthetics between Mulberry and Elizabeth Street.

Plans will display:

1. Recommended new street trees in large available planting beds.
2. Precast architectural foam/fiberglass self watering planters.
3. Stock or custom (3'x3'+/-) tree grate replacement covers.
4. Poly parking blocks at angled parking.
5. Shrub, and perennial planting plan for planters and small spaces.
6. Wireless speaker locations per manufacturers data.
7. Optional art, visual feature, or theme ideas per City.

The Client will be able to replicate selected products elsewhere, outside the limits of streetscape improvement, throughout the downtown corridor if elected. The Client shall address bench seating and ADA parking compliance with TDOT.

Cumberland Landesign will perform site visits necessary to assess conditions. Plans (3-4 sheets) will be provided in PDF format at 50% and 90% and Final per Client review and comments.

Physical meeting are Additional Services, but video and voice conferences are included in the Flat Fee. It is critical that the City source, or provide contacts, AutoCAD files of existing conditions within the scope of improvements.

Billing shall occur at 50% and after 100% completion.

Flat Fee:

\$5,000.00

2) Additional Services (2023 Rates)

Additional services is billed hourly. Travel time during business hours is billed at \$45.00 per hour. Design, drafting, and office work are billed hourly at a rate of \$75.00 per hour. Construction management, private or public meetings, and requested site visits are \$150.00 per hour, pro-rated after the first hour.

TERMS AND CONDITIONS

Existing Conditions

The Client is responsible for providing AutoCAD (v 2010 or earlier) format information from a registered land surveyor in the state which the subject project is located. Mortgage loan surveys, paper records, and associated graphic documentation can be utilized as a base for plan creation, but is an Additional Service billed hourly for drafting time. Cumberland Landesign shall not be held responsible for site conditions, utilities, easements, restrictions, setbacks, or encumbrances when a survey has not been provided.

Access

Unless otherwise stated, Cumberland Landesign will have access to the site for activities necessary for the performance of the services. The Client agrees to allow Cumberland Landesign to take photos of finished products for marketing and advertising, or the Client may provide print quality photos. Job site location or personal information will not be shared.

Jobsite Safety

The Client understands that Cumberland Landesign is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

Communication

The Client agrees to verify all requests, meeting times/dates, and coordination with Cumberland Landesign verbally.

Timeframe

Documents shall be produced in a timely manner. Client shall agree to hold Cumberland Landesign not responsible when unforeseen illness, disasters, or accidents which prevent deadlines from being met. Client shall allow five (15) business days minimum to provide plans for new projects and three (5) business days minimum to provide revisions to existing plans. Work is not performed on weekends, holidays, or when on vacation.

Rush Projects

New or revised projects which require weekend, less than 3 business days, or overnight service will be billed as an Additional Services beyond the Flat Fee.

Insurance

The Contractor shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage which may arise out of performance of Cumberland Landesigns' services under this agreement.

Cumberland Landesign carries E&O professional liability insurance with Risk Strategies / XL Insurance policy number #DPS9953497. Where required coverage exceeds \$100,000. the Client shall pay for Project related additional fees. Certificates of Coverage provided at request.

Termination of Services

This agreement may be terminated by the Client or Cumberland Landesign upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of Cumberland Landesign, the Client shall compensate Cumberland Landesign for services performed prior to termination.

Pause on Services

Cumberland Landesign shall exercise the right to discontinue professional services for projects where payment has not been made or is past due - from date of billing. Cumberland Landesign may not start new projects under the same Client until previous projects are paid in full. For projects with late invoices paid current Cumberland Landesign will resume service within 5 business days. The Client agrees not to hold Cumberland Landesign responsible for due dates, deadlines, or schedules when a pause on services is performed.

Additional Services

Cumberland Landesign will not perform any services not listed in this Contract. Architectural, Geotechnical, Engineering, Surveying, or other professional consultation services are the sole responsibility of the Client.

Reimbursable Expenses

Reimbursable Expenses include, but not limited to, expense of transportation in connection with the project; expenses in connection with out of town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, specifications, and other documents; expenses for postage, and handling of drawings. These Reimbursable Expenses shall be bill as a multiple of 1.10 times the cost incurred by Cumberland Landesign.

Revisions

Revisions after project completion are additional services. Innovative design requests, seeking administrative waivers, and as-built plans are additional services.

Termination Expenses

Termination Expenses include expenses which are directly attributable to termination, and are computed as a percentage of the total compensation for services earned to time of termination as follows: Ten percent (10%) of the total compensation for services earned to date.

Clientship of Documents

All documents produced by Cumberland Landesign under this agreement shall remain the property of Cumberland Landesign and may not be used by the Client or any person or endeavor without written consent of Cumberland Landesign. No electronic files of the project will be released to any parties. PDF files of the project will be available for the Clients records and reproduction. Electronic and paper documents are original works and the property of Cumberland Landesign and are unique to this project and meant solely to be used for this project. CAD files will not be provided unless required by the governing authority.

Limits of Exposure

The Client agrees to limit the monetary amount of claims against Cumberland Landesign to no more than the value of services provided including legal costs and associated fees.

Mediation

The Client agrees to seek mediation through an arbitrator prior to seeking professional legal services. The Client and Cumberland Landesign shall decide on the arbitrator(s).

Billings and Payments

Invoices for services and expenses are due when rendered. If the Invoice is not paid within thirty (30) days, Cumberland Landesign may, with out waiving claim or right against Client, and without liability, terminate performance of services. Performance of services includes, but is not limited to, submission of documents, revisions/updates to plans, site inspections, and associated services related to the subject project.

Responsible Payer

The Client is solely responsible for providing payment when invoiced. The Client agrees not to withhold payment based on contractor construction completion, jurisdiction approval, third parties, or the performance of any other professional . This Proposal is exclusively between the Client and Cumberland Landesign, and no others.

Late Fees

Projects which are past the due date will receive, at the option of Cumberland Landesign, a 5.0% late fee each month.

Past Due Payments

Client shall pay all costs of collection, including associated attorney's fees.

Failure to Perform

The Client agrees not to hold Cumberland Landesign responsible for installations by the Contractor, Sub-Contractor, or Installer which vary from the approved plan(s). Cumberland Landesign shall not be held responsible for materials substitutions, unapproved field changes, or adjustment which differ from the official plan(s).

Contract Expiration

This proposal for services expires after 30 days from the date listed above. Cumberland Landesign may honor the original contract after this expiration date or may choose to draft a new proposal for services.

Cumberland Landesign is incorporated (S-Corp).
Robert Brian Wray is a licensed Landscape Architect (TN # 581).

Cumberland Landesign is pleased to provide you with these services, and we look forward to working with you.

Accepted by:

Client Signature

Date

* Scan & e-mail only this page to cumberlandesign@bellsouth.net.