



Agreement – Town of Tyrone

August 4, 2023

TSW (the Consultant) agrees to **Town of Tyrone** (the Client) the following professional services associated with the Tyrone Shamrock Park Planning Schematic (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

1. SERVICES

TSW will provide the following services:

See Exhibit A (Scope of Services)

2. EXCLUSIONS

TSW will not be responsible for the following services:

n/a

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the SERVICES above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see SCHEDULE), make changes to the SERVICES and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the SERVICES, an equitable adjustment will be made in FEES, or in the SCHEDULE, or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

4. SCHEDULE

The full length of this Agreement is as follows:

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The full length of this Agreement is as follows:

August 1, 2023 to March 31, 2024

The Consultant will provide project deliverables on dates as agreed in SERVICES and SCHEDULE, as applicable. The Consultant will make every effort to meet agreed upon dates. The Client is aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

5. FEES

TSW agrees to provide services included in this AGREEMENT: See Exhibit B (Fees)

6. ADDITIONAL SERVICES

Work will be completed based on the SCHEDULE section above. Changes in Client input or direction, excessive changes, or major deviation from the SCHEDULE may be cause for additional services. Any services that the Client requests that is not specified in SERVICES above will be considered an additional service. Such work requires written approval, an amendment to this AGREEMENT, and additional fees.

7. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the SERVICES to ensure quality and on-time completion.

8. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See COPYRIGHTS below.

9. COPYRIGHTS

The Consultant shall retain the right to use all copyrighted materials for marketing purposes with Client's written permission. The Town shall retain copyrights associated with work after undisputed payment of each task listed in the contract. Such copyrighted material shall include, but not be limited to digital files, CAD files, plans, shapefiles, drawings, documents, etc.

10. PERMISSIONS AND RELEASES

The Client agrees, to the level of indemnification allowed by law, to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the SERVICES at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

11. BILLING AND PAYMENT POLICIES

In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their receipt of the invoice. The disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% per month to delinquent accounts for professional services with the exception of charges which are under dispute.

Account delinquency longer than 60 days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all undisputed fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

12. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice sent via certified mail 7-days from receipt, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of the Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.

When the Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

13. DISPUTE RESOLUTION

All disputes arising from this Agreement, shall be referred to a court of competent jurisdiction. Venue for any cause of action shall be in Fayette County, Georgia, or the Northern District of Georgia, as the case may be.

The Client and TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

14. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located. The undersigned agrees to the terms of this Agreement on behalf of their organization or business.



TSW

Town of Tyrone

August 4, 2023

Date

Date

EXHIBIT A:

Scope of Services

Shamrock Park Programming Schematic

Task 1: Kick-off Meeting and Work Session

TSW will conduct a project Kick-off Meeting and Work Session with Town staff and representatives that will include:

- Site visit
- Review of park concept developed in the Downtown LCI Plan and discussion of project goals
- Discussion of programming/park components
- Bubble diagrams of programming concepts

Task 2: Alternative Site Plans

Based on Task 1 meeting and work session, TSW will develop three (3) black and white design alternative site plans with preliminary cost estimates for each.

Task 3: Presentation of Alternative Site Plans

TSW will present Alternative Site Plans and preliminary cost estimates at one (1) Council Meeting to gather feedback and design direction for the Final Site Plan.

Task 4: Final Site Plan

Based on feedback from the Town Council presentation, TSW will refine one of the Alternative Site Plans or a combination of elements from the plans into a Final Site Plan with preliminary cost estimate.

Task 5: Presentation of Final Site Plan

TSW will present the Final Site Plan and preliminary cost estimates at one (1) Council Meeting to gather feedback and direction on needed revisions.

Task 6: Final Deliverables

Based on feedback from the Town Council presentation, TSW will revise the Final Plan and develop supporting documents. Deliverables will include:

- One (1) Final Plan Rendering (electronic version and printed/mounted version)
- Two (2) Image Boards with representative images of park components/character
- Three (3) Computer-generated Graphics of key park areas
- One (1) Computer-generated Video to show park components

EXHIBIT B:

Fees



1447 Peachtree Street NE
Suite 850
Atlanta, GA 30309
Phone: 404.873.6730
www.tsw-design.com

Principals:
Thomas Walsh
Adam Williamson
Caleb Racicot
Bryan Bays
Heather Hubble

Shamrock Park Programming Schematic

DESCRIPTION	ESTIMATED FEE
Conceptual Design	\$16,055
Cost Estimation	\$2,500
Presentation/Graphics	\$2,760
Reimbursable Expenses (printing, travel)	\$500
TOTAL:	\$21,815

