

RESOLUTION NO. 2019-08

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH DPZ CODESIGN, LLC FOR SERVICES RELATED TO THE WATERFRONT PLANNING PROJECT

WHEREAS, the City of Benton City has waterfront along the Yakima River that it would like to include in a shoreline development plan with the assistance of a professional A&E contractor; and

WHEREAS, the City has recognized that successful economic development within the City benefits the economic and social welfare of the City and the surrounding area; and

WHEREAS, the City entered into an Interlocal Cooperative Agreement with the Port of Kennewick on September 11 of 2018 to share the expense of hiring an A&E contractor to assist in the design and development of the City of Benton City Shoreline Development Plan; and

WHEREAS, the City has with respect to this project fulfilled its contractual requirements per the above-mentioned Interlocal Cooperative Agreement as well as its Washington State statutory requirements, both regarding A&E bidding and contract awards, and has utilized the uniform requirements of Chapter 39.80 RCW; and

WHEREAS, the City has determined that it is appropriate to enter into a Professional Services Agreement with DPZ CoDesign, LLC to provide planning, urban design, and coding services relating to the development of the City shoreline referenced above and also known as The Waterfront Planning Project. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Professional Services Agreement Between the City of Benton City, Washington, and DPZ CoDesign, LLC, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

ADOPTED this 2 day of April 2019, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 2 day of April 2019.

Resolution 2019-08 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 2 day of April 2019.



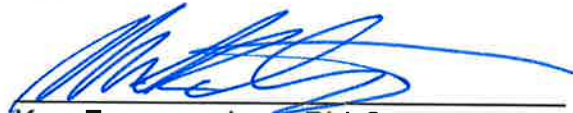
Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC
Clerk/Treasurer

Approved as to Form:



Kerr Ferguson Law, PLLC
City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (with all exhibits attached hereto, this "Agreement") is made as of the ___th day of April, 2019, by and between the City of Benton City, Washington ("Client") and DPZ CoDesign, LLC, a Limited Liability Company ("Consultant"), for planning, urban design, and coding services relating to the development of the real property known as The Waterfront Planning Project ("Project"), comprising approximately 12 acres (gross), located on the southern shore of the Yakima River, in Benton City, Benton County, Washington.

Client and Consultant, in consideration of their mutual covenants set forth herein, agree as set forth below.

1. SCOPE OF SERVICES

- 1.1 The Client has requested the Consultant to prepare an initial plan and report, together with public involvement process and outcome, and recommendations for subsequent phases of the Project. The bounds of the Project site are shown in Exhibit A, while the scope of work and process are described in Exhibits B and C. Together, this work shall be known as "Basic Services".
- 1.2 This Agreement and the scope described herein shall not constitute an agreement, in this instance, for Construction Documents review approval; responsibility for the permitting and/or building of the various building typologies; construction supervision; construction administration; and performance of proposed materials and techniques.
- 1.3 The Client and Consultant may mutually agree to modify/amend the list of work products in Exhibit B. Any such modification or amendment must be in compliance with Section 4.5 of this Agreement.

2. FEES AND EXPENSES

- 2.1 For the Basic Services described in Section 1 above, the Client shall pay the Consultant an amount not to exceed Thirty Thousand Dollars (\$30,000) (U.S. Dollars), including reimbursable expenses, to be paid per the structure described in Exhibit B.
- 2.2 Reimbursable expenses include, as appropriate, airfare, other transportation, accommodations, meals, long-distance communications, postage, delivery, reproductions, Workshop supplies, and other reasonable costs incurred by the Consultant in its services to the Client. Consultant shall provide such receipts, documents, and information supporting reimbursement due and payable under this Agreement. Reimbursable expenses billed to the Consultant by a third party will be invoiced at one and one-tenth (1.1) times the cost to the Consultant.
- 2.3 Invoices for fees shall be submitted based on the schedule of deliverables as outlined above, and fees and out-of-pocket expenses shall be paid within thirty (30) days from date of receipt of such invoice. Amounts unpaid thirty (30) days after the receipt of such invoice shall bear interest at 10% per annum until paid. Approval of an invoice by the Client's City Council shall be required prior to the Client's payment of that invoice. Payment for services provided hereunder shall not be made prior to the performance of work or services rendered for which payment is sought. Payments for invoices provided under this Agreement shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project. No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the Client. If the work or services provided by the Consultant pursuant to this Agreement do not meet the requirements of this Agreement, the Consultant will correct or modify the work or services to comply with the Agreement. The Client may withhold payment for such work until the work meets the requirements of the Agreement.

3. OTHER TERMS AND CONDITIONS

- 3.1 The Client shall forward to the Consultant the required Project/Base Information, including but not limited to up-to-date site maps and surveys, master plan materials (including approved plans), and other supporting documents (e.g. development program, building type styles and sizes to be considered in the work, etc.)

reasonably in advance of the Workshop. The Client represents that, to the best of its knowledge, this Project/Base Information is complete and accurate. The Client acknowledges that the Consultant will rely on the Project/Base Information in performing its tasks pursuant to this Agreement, and that unless specifically contracted to do so, the Consultant has no obligation to check the Project/Base Information for accuracy. Any errors and/or omissions on the Project/Base Information caused by error or omission of the Client, Client's surveyor, environmental consultant, or other third-party consultant are the responsibility of the Client. The Consultant shall not be responsible for inaccuracies in the work product or other related documents resulting from, or corrections to materials that must be made because of, inaccurate Project/Base Information. Any and all corrections by the Consultant to the work products arising from, and in order to adjust these to, the corrected Project/Base Information shall comprise Additional Services.

- 3.2 Any Additional Services to be performed by the Consultant will be confirmed in a written supplement to this Agreement, to be signed by Client and the Consultant. The fees for such additional services are to be determined and mutually agreed between the Client and the Consultant.
- 3.3 The work products shall be used solely in matters relating to the Agreement. The Consultant shall be deemed the author of the work products and shall retain all common law, statutory, and other reserved rights including copyright; however, all originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Consultant while performing work or services pursuant to this Agreement shall belong to the Client upon delivery. These work products shall not be used by the Client or others on other projects except by agreement in writing and with compensation to the Consultant consistent with the Consultant's customary charges as then in effect.
- i) Consultant recognizes that the Client is a Washington municipal agency subject to Chapter 42.56 of the Revised Code of Washington (the "Public Records Act"). All preliminary drafts or notes prepared or gathered by the Consultant and recommendations of the Consultant are exempt from the provisions of the Public Records Act prior to the acceptance by the Client or public citation by the Client in connection with Client action.
 - ii) If the Consultant becomes a custodian of public records of the Client and a request for such records is received by the Client, the Consultant shall respond to the request by the Client for such records within four (4) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.
 - iii) In the event the Client receives a public records request for protected work product of the Consultant within its possession, the Client shall, prior to the release of any protected work product or as a result of any protected work product or as a result of a public records request or subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.
- 3.4 Submission or distribution of the work products to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication or waiver in derogation of the Consultant's reserved rights.
- 3.5 With the Consultant's advice and consent, the Client shall engage and secure the participation of any additional third-party consultants it deems necessary; in Client's engagement of the above third-party sub-consultants, the Client shall stipulate that such third-party consultants shall coordinate with, and be managed by, the Consultant during the design process.
- 3.6 Termination by the Consultant.
- i) Provided the Consultant is not in default, and if the Client fails to make payment when due to the Consultant for services and expenses, as specified under Section 2, the Consultant may immediately cease work and upon seven (7) days written notice to the Client, terminate the Agreement. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the termination shall be

final without further notice. In the event of a termination by the Consultant, the Consultant shall have no liability to the Client for incomplete work, or delay or damage caused to the Client because of such termination, or otherwise, and the Client waives all claims arising in connection with a termination on the grounds specified herein.

3.7 Limitations on Scope of Work and Responsibility; Termination by the Client.

- i) The services of the Consultant hereunder are directed and limited to planning, urban design, and coding in furtherance of the Project, with the understanding that adjustments evolve in the course of implementation, and the Consultant's aesthetic and functional design principles and standards, all as to be manifest graphically and textually in the work products. The Consultant will rely on and evaluate the Project/Base Information provided by Client, and coordinate with Client and other of Client's consultants as appropriate in order to incorporate such information into the work products as may be required or desired in furtherance of the Project. Parties agree that all matters pertaining to detailed design and construction are outwith the scope set herein and outwith Consultant's responsibilities and liability.
- ii) If the Client determines that the Consultant is not complying with the scope of services for the Project under this Agreement, the Client shall notify the Consultant, in writing, of this determination. The Consultant shall endeavor to rectify this determination within seven (7) days from notification of the Client. In the event the Consultant defaults in performing its services and does not rectify such default within such seven (7) day period, Client shall be entitled to terminate this Agreement and retain and utilize any work products developed to date which has been paid for in full, but Client shall not use the Consultant's name in any work product derivative from the Consultant's work products described under this Agreement, including, but not limited to, public and private presentations, marketing materials, promotional material for the Project and further design development work products developed by others.

3.8 In addition to the methods of termination permitted by Sections 3.6 and 3.7 of this Agreement, either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at the address(es) listed in Section 5 of this Agreement.

3.9 The Client acknowledges that the Consultant's fees are not contingent on the Client's success or failure in any land use approval process, bid/proposal procurement process or competition, in any litigation or public referendum conducted in connection with the Project or otherwise affecting the Project or on the Client's sale or continued ownership of the Property. Payment is due as set forth herein whether or not the Client proceeds with the Project.

3.10 The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to toxic or hazardous wastes or materials in any form at the Project site including but not limited to: radon, asbestos, polychlorinated biphenyl (PCB) or other toxic substances.

3.11 Publication.

- i) The Client shall provide professional credit to the Consultant on promotional materials for the Project as appropriate.
- ii) In the event the Client publishes or causes to be published photographs or other representations of the Project, the Client agrees to use reasonable efforts to require publishers to include reference to the Consultant of the Project in any such publication. The Client and the Consultant will develop a mutually agreed upon credit format for submission to publication. The Consultants understands that the Client is a governmental agency that cannot strictly require third parties to make statements absent a separate agreement.

3.12 Arbitration and Litigation.

- i) In the event any dispute shall arise between the Client and the Consultant in connection with the terms of the Agreement or the services provided by the Consultant pursuant to the Agreement, and if such dispute is not otherwise resolved within the time as specified above, Client and the Consultant shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with venue

placed in Benton County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other. Each party waives the right of a jury trial upon trial de novo.

- ii) Except as otherwise provided in this Agreement, the Client shall indemnify and hold harmless the Consultant from all liability, claims, damages, costs and expenses including attorney's fees ("Claims"), incurred by, demanded or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Project, provided such Claims were not caused or contributed to by any breach of contract, negligence or wrongful act or omission on the part of the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with experienced legal counsel to defend against any and all such claims, if defense of the Consultant with respect to indemnified claims is not otherwise provided and paid for in connection with liability insurance coverage maintained either by Client, or the Consultant or by the architect of record. Without waiving or otherwise altering Client's indemnity obligations as set forth herein, with respect to defense against Claims, the Consultant will look first to the available liability insurance coverage as it pertains to the assumption of defense costs and responsibility, before requiring Client to provide such defense.
- iii) The Consultant shall indemnify and save harmless the Client and their directors, officers, employees, agents and consultants from and against any and all liabilities damages, assessments, penalties, fines, courses of action, claims, suits, judgments, costs and expenses of whatever kind, which the Client may incur or suffer or be put to by reason of or in connection with, as proven to arise from:
 - a) A breach, violation, or non-performance by the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein of any obligation contained in this Agreement to be observed or performed by the Consultant;
 - b) Any wrongful act, omission, fault, or negligence of the Consultant or any person employed, retained, or engaged by or through the Consultant for the performance of the Services herein in connection with or incidental to the services to be performed under this Agreement, and;
 - c) Injury to any person (including death) or damage to any persons or damage to or destruction of property of the Client or any persons claiming through or under the Client resulting from any wrongful or negligent act or acts by the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein.
- iv) The provisions of this Section 3.12 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

3.13 The schedule outlined above is subject to delays arising due to Force Majeure conditions, including without limitation "acts of God"; unusually severe weather conditions; strikes or other labor difficulties; war; riots; actual or threatened terrorist activities; outbreaks or threats of outbreaks of life threatening communicable diseases; accident, fire or transportation delays; requirements, actions or, in the case of the Consultant, failures to act on the part of government authorities preventing performance, following due diligence from the Consultant to meet the government authorities' requirements.

4. MISCELLANEOUS PROVISIONS

- 4.1 The Agreement shall be governed by the law of the State of Washington in the United States of America, without regard to choice of laws.
- 4.2 The duties, responsibilities, and limitations of authority of the Consultant as provided in the Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.
- 4.3 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. The Consultant shall not assign the Agreement without the written consent of the Client and such written consent shall not be unreasonably withheld. The Client shall have the right to assign this Agreement (or any portion thereof) to a successor owner



or owners of the Project.

- 4.4 The Client and Consultant shall each be solely responsible for its own acts and omissions under this Agreement; accordingly, all services rendered by the Consultant for the Client shall be rendered in its capacity as an independent contractor. Further, the Consultant and the Client agree that the Consultant is an independent contractor under this Agreement and shall in no way be considered an agent of the Client. Client shall not exercise control or direction over the manner of method by which Contractor performs any Services that are the subject of this Agreement. The Consultant shall comply with all State and Federal laws including, but not limited to, the definition requirements of RCW 50.04.140 (Employment Security), RCW 51.08.195 (Industrial Insurance), and will obtain a Benton City business license.
- 4.5 The Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant. This Agreement has been authorized by all action required on the part of the Consultant and Client, respectively.
- 4.6 Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- 4.7 The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval, as part of the Basic Services or Additional Services, if relevant, at least fourteen (14) days prior to execution. The Client shall not request certifications that would require knowledge or services beyond the scope of the Agreement.
- 4.8 Title and paragraph headings are for convenient reference and are not a part of the Agreement.
- 4.9 In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- 4.10 No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- 4.11 Should any provision, paragraph, sentence, word, or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with law, or else the same shall be deemed severable, and in either event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- 4.12 In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment of because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.
- 4.13 The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.
- 4.14 The appendices/exhibits attached hereto are made a part hereof as if fully set forth herein.

4.15 This Agreement is valid only if executed by the Client and the Consultant within thirty (30) days of the other.

5. NOTICES AND SIGNATURES

5.1 All notices or other communications which shall or may be given pursuant to the Agreement shall be in writing and shall be delivered by personal service, or by certified mail, return receipt requested, addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of the actual receipt, whichever is earlier.

CLIENT:

City of Benton City
Attention: Stephanie Haug
PO Box 70
Benton City, WA 99320
Tel 509 588 3322


CONSULTANT:

DPZ CoDesign, LLC
Attention: Ms. Elizabeth Plater-Zyberk
1023 SW 25th Avenue
Miami, FL 33135
Tel 305 644 1023

5.2 Signatures.

ACCEPTED AND AGREED:

4/2/19

Date
By: 
Linda Lehman, Mayor
for the City of Benton City

4.4.19

Date

Elizabeth Plater-Zyberk
for DPZ CoDesign, LLC

CC. Antonio Lopez, Consultant Comptroller, DPZ CoDesign

EXHIBIT A - PROJECT SITE



EXHIBIT B - PROJECT SCOPE OF SERVICES AND FEE SCHEDULE

Project Scope of Services – Summary:

Public involvement meeting(s), workshop(s), development of initial schematic master plan and vision materials for the project area. Report and recommendations for further steps.

Project Deliverables:

The Consultant shall develop initial project documents including:

- A draft master plan for the site (color hand-drawn on 24" x 36" or similar sheet as needed)
- At least three sketches of proposed site features;
- A draft "pattern language" expressing the collected stakeholder visions;
- A document collecting comments from stakeholders;
- A final report in 8.5 x 11 format including all of the above (with fold-out drawing).

The Consultant shall deliver these documents in digital and paper formats, one copy each. The Client shall be responsible for additional duplication as desired.

Project Actions:

The Consultant shall conduct an initial trip for meeting with Client staff, scoping, research, and gathering of background data. Participants to include the Project Manager (Michael Mehaffy) and Lead Urban Designer (Laurence Qamar). Additional personnel from the Miami office may participate via telephone conference.

During this trip, the Consultant shall hold an Open House as a first stakeholder meeting, in an informal "sounding board" format. The Client shall identify suitable invitees and contact them. The Client shall provide a space for the meeting.

The Consultant shall conduct a second trip to hold a Workshop, develop a pattern language, and begin to produce a design together with a minimum of three perspective sketches. Participants are the Project Manager (Michael Mehaffy) and Lead Urban Designer (Laurence Qamar) as well as engineering sub-consultant Parametrix Inc. (Sam Nielson) to address extensive civil, environmental and transportation engineering questions. Additional personnel from the Miami and Portland offices may participate via telephone conference.

During a post-Workshop interval, plan and rendering drawings, a written report, and any other materials needed will be completed, with an aim to prepare the Project for the future phases of work.

The Consultant shall conduct a final trip to present the results to the Council and members of the public, and to outline recommended next steps.

Project Fee Schedules:

Project Manager (Michael Mehaffy) – hourly rate \$185.00
Project Lead Designer (Laurence Qamar) – hourly rate \$185.00
Civil Engineer (Sam Nielson; Parametrix – subcontractor) – hourly rate \$200.00
Partner in Charge (Senen Antonio) – hourly rate \$200.00

Project Timeline:

The timeline will be determined in consultation between the Client and Consultant, but all work is expected to be completed by August 31, 2019.

Exclusions/Unknowns:

Environmental permitting, NEPA/SEPA studies, hydrology analysis, permitting, transportation studies, civil engineering evaluations, soil testing. Consultant will do its best to ascertain these requirements as part of the scoping, but any fees required for additional consulting, permitting or testing are excluded.

Project Cost and Budget:

The Project cost shall not exceed \$30,000 USD, with invoices for time and materials submittable up to that limit, per rates and provisions stipulated herein.

The following is a draft budget for information purposes only, and subject to revision as the project proceeds:

Benton City Waterfront Planning Project
Draft Scope and Budget

Item	MM		LQ		SA		Sub (Parametric)		Remarks
	Hrs	Amt	Hrs	Amt	Hrs	Amt	Hrs	Amt	
Conference, prep etc	2	\$ 370	2	\$ 370	2	\$ 400	2	\$ 400	
Initial scoping meeting	12	\$ 2,220	12	\$ 2,220	2	\$ 400	2	\$ 400	Travel, workshop, conf call; 4 hrs travel, 8 hrs on site
Additional research	4	\$ 740	4	\$ 740	2	\$ 400	4	\$ 800	Remote - Investigate environmental, civil, transport etc.
DESIGN WORKSHOP	12	\$ 2,220	12	\$ 2,220	2	\$ 400	12	\$ 2,400	On site; 4 hrs travel, 8 hrs on site
Follow-up design, report	16	\$ 2,960	16	\$ 2,960	2	\$ 400	4	\$ 800	Remote
FINAL PRESENTATION	8	\$ 1,480	8	\$ 1,480	2	\$ 400	0	\$ -	Final prep (2 hr), travel, meeting; 4 hrs travel, 2 hrs on site
Subtotals		\$ 9,990		\$ 9,990		\$ 2,400		\$ 4,800	
TOTAL FEE		\$ 27,180							
Expenses									
Hotel - 2 x 3 nights x \$125	750								
Hotel - 1 x 1 night (Sam)	125								
Meals - 12 x 3 x \$14 ea.	500								
Mileage - 428 mi @ .58 x 3	750								
TOTAL EXPENSES		\$ 2,125							
TOTAL BUDGET		\$ 29,305							
Contingency		\$ 695							
TOTAL CONTRACT		\$ 30,000							

EXHIBIT C - ON-SITE WORKSHOP REQUIREMENTS

All of the items listed below should be confirmed before the Workshop. The Client shall provide the following with the advice of the Consultant:

The Client shall provide a project liaison to assist the Consultant's Coordinator with the logistics of the Workshop. The project liaison shall be available on an "as needed" basis during the Workshop, but shall be present at minimum during regular business hours.

The Client and the Consultant shall mutually agree on the space(s) to be used for the Workshop studio, meetings and, if any, presentations during the Workshop.

Air travel. Round trip, coach airfare, as needed, for members of the Consultant team. Reservations to be made by the Consultant.

Ground transportation. Vehicle as needed.

Hotel rooms. A clean, non-smoking (u.n.o.) room for each member of the Consultant team at a hotel or equivalent near the Workshop studio, to be confirmed with the Consultant's Workshop Coordinator. Reservations may be made by the Consultant.

The Consultant will arrange its meals; however, they typically include the following:

- **Breakfast.** Typically provided at the hotel;
- **Lunch.** Catered in the Workshop studio;
- **Dinner.** At local restaurants and/or catered in Workshop studio at end of Workshop; and
- **Snacks.** Fresh fruit, raisins, nuts, chips, power bars, juices, sodas, mineral or seltzer water, coffee and tea.

Workshop equipment:

- **Reproduction facility.** A facility capable of reproducing 36" x 42" documents on short notice and at odd hours.
- **Multi-function reproduction machine and printer.** High quality, capable of enlarging to 200% and reducing to 50% in 1% increments onto 11" x 17" sheets. Printer compatible with Macintosh computers (post script enabled). Scan to USB, Folder, or FTP available. This machine should be located within or directly adjacent to the Workshop space.

Workshop furniture.

- **Banquet tables.** 3'x 6' folding tables or equivalent, number of tables and arrangement to be determined by the Workshop Coordinator.
- **Chairs (for the Consultant Team).** Comfortable padded office-type chairs, number to be determined by the Workshop Coordinator. Additional chairs will be needed for meetings and presentations with the number determined by the Client's anticipated attendance; and
- **Large trashcans with bags.**

High-speed Internet access. Wifi service using a "hotspot" or other device as needed.

Optional: Video recording of presentations (to be arranged by/provided by the Client, for use in marketing efforts, public presentations, and for the permanent record of the future community). The video camera must have a direct lead from the speaker's microphone.