



To: Nampa Development Corporation  
Attn: Robyn Sellers  
500 12th Ave S.  
Nampa, ID 83651

From: Downtown Redevelopment Services, LLC  
750 Kearns Blvd, Suite 230  
Park City, UT 84060

Re: Parking Garage Signage Design

It is with excitement that we (at Downtown Redevelopment Services—DRS) are providing you with our proposal to assist the Nampa Development Corporation (NDC) with necessary signage upgrades to the NDC owned, downtown parking garage. The information outlined below will give you and your organization a framework for our process and the deliverables that will be received. We stand ready to help NDC with this project.

**SCOPE OF WORK:**

The proposed scope of work includes three virtual and two on-site team meetings/reviews with the project Stakeholder group, Downtown Redevelopment Services and MHTN Architects.

- Initial meeting is for Phase 1: Pre-Design (detailed on schedule below).
- After the meeting, the team will follow-up with rough concept sketches with compositional layouts for stakeholder approval. Rough concept sketches will be produced until there is concept approval.
- Once there is approval of a conceptual layout from the rough concept sketches, a rough draft will be produced consisting of blocked-in elements and colors with initial rough illustrations of content.
- A mid-review meeting of a rough draft will be held when sufficient progress is made. The date for this review/meeting will be set after a concept sketch is selected and approved. Moderate changes and updates are allowed at this time. The purpose of this review is to make refinements to elements of the composition, style, color, patterns, textures and make any moderate changes before the work is finalized.
- After the mid-review, artwork will be finalized, incorporating any approved updates and requests from the mid-review.
- A meeting to finalize all elements on the final draft will be conducted at the end of the project. Final updates will be made following this meeting. If there haven't been major updates to the design from the rough to the final and Nampa NDC would prefer to conduct an email review at that time, this will be considered an acceptable substitution to the final meeting. It is assumed by this stage of the process that concept, composition, layout, colors, and any other major changes have already been made.
- Wayfinding and Signage: Design intent drawings, relevant specifications, message schedule (provided by client) and sign location plans will be delivered by the team to the



printer/manufacturer of choice by the delivery date or the client may issue for competitive bidding to several manufacturers.

- Our team will provide Solicitation, bidding, management, and procurement assistance for NDC through the fabrication procurement process. This task will be billed hourly at the rates outlined in the costs section, as a time and materials based phase of the project, hereafter called “Phase 2”.

### **PROPOSED PROJECT TIMELINE**

- Initial Meeting/Conceptual Meeting April 1st, 2025
- Mid and Final review to be set after conceptual sketches are approved and are to occur before the final delivery date.
- Final Deliverable: July 23, 2025

Note: All meetings will be virtual unless otherwise indicated on schedule.

#### **1: Pre-Design**

*03/31-04/04 – One-week duration*

- Establish project schedule
- Establish project/design guidelines
- Gather existing sign guidelines, identity standards, and plans
- Photos - visual inventory of existing signs and conditions (general overview) from an on-site visit by architectural team
- Create Journey Maps for User Profiles

#### **2: Schematic Design Phase 1: Sign Location Plans *Basic Safety and Directional***

*04/07-04/23 – 2 ½ week duration*

- Client review of wayfinding best practices, including sign spacing, text size, decision/confirmation/turn sign types, order and visual hierarchy, and vehicle and pedestrian signage and existing standards, if any.
- Review site plan
- Overview of project context including survey of existing conditions
- Key sign locations in plan view
- Naming conventions (to be provided by Nampa City)
- Articulate precedent imagery
- Typeface and symbol options
- Material and color palette options
- Key signs with scaling reference



- Basic studies of sign forms and shapes (massing studies)

### **3: Design Development Phase 1: Sign Drawings** *Basic Safety and Directional*

*04/24-05/13 – 2 ½ week duration*

- Sign location plans
- Message schedule (excel sheet)
- Drawings showing development of sign graphics
- Drawings showing development of sign hardware

### **4: Documentation Phase 1: Sign Specifications** *Basic Safety and Directional*

*05/14-05/30-2 ½ week duration*

- Final sign location plans
- Final message schedule
- Final design intent drawings with scaling reference
- Specifications

### **5: Schematic Design Phase 2: Sign Location Plan** *Exterior and Enhanced Signage*

*06/02-06/17 – 2 ½ week duration*

- Client review of wayfinding best practices, including sign spacing, text size, decision/confirmation/turn sign types, order and visual hierarchy, and vehicle and pedestrian signage and existing standards, if any.
- Review site plan
- Overview of project context including survey of existing conditions
- Key sign locations in plan view
- Naming conventions (to be provided by Nampa City)
- Articulate precedent imagery
- Typeface and symbol options
- Material and color palette options
- Key signs with scaling reference
- Basic studies of sign forms and shapes (massing studies)

### **6: Design Development Phase 2: Sign Drawings** *Exterior and Enhanced Signage*

*06/18-07/03 – 2 ½ week duration*

- Sign location plans



- Message schedule (excel sheet)
- Drawings showing development of sign graphics
- Drawings showing development of sign hardware

### **7: Documentation Phase 2: Sign Specifications** *Exterior and Enhanced Signage*

07/07-07/23-2 ½ week duration

- Final sign location plans
- Final message schedule
- Final design intent drawings with scaling reference
- Specifications

### **8: Bidding Phase (Post Design)**

07/25- TBD

- Review and answer questions by potential fabricators

### **9: Fabrication/Installation Observation**

- The team assumes this will be coordinated by Nampa City

### **10: additional services**

- Our team will provide Solicitation, bidding, management, and procurement assistance for NDC through the fabrication procurement process. This task will be billed hourly at the rates outlined in the costs section, as a time and materials based phase of the project, hereafter called “Phase 2”.

### **ASSUMPTIONS:**

#### **Schedule and Deliverables**

- Work will begin on or before April 1st, 2025
- The team agrees to produce:
  - Concept sketches for signage
  - 2 draft documents including one rough draft and one final draft
  - 1 final art file for production per deliverable
- No more than (1) one site visits are deemed necessary and are included in this proposal.
- A printable, deliverable file will be sent no later than July 23, 2025
- The initial contract for our team is for the duration of April 1<sup>st</sup>, 2025 - July 23<sup>rd</sup>, 2025
- Submissions will be made via digital platforms (Google Drive or similar)



- NDC will confirm applicability of the City of Nampa wayfinding design elements for inclusion into the plan
- NDC will provide high resolution digital files of existing wayfinding signage plans

## Cost

Phase 1 - Submission ready signage plan - lump sum of \$49,950

Phase 2 - time and materials contract per below hourly rates:

Hourly rates:

Ryan Wallace	Principal	\$260
Marlo Pratt	Graphic Designer	\$170
Lauren Leydsman	Community Planner	\$145
Alejandra Castillo	Architectural Associate	\$160
Kait Underwood	Project Architect	\$205
Ben Levenger	Lead Planner	\$225
Nathan Davis	Planner II	

Team Member

Position

Rate

Ryan Wallace

Principal

\$260

Marlo Pratt

Graphic Designer

\$170



Lauren Leydsman  
Community Planner  
\$145  
Alejandra Castillo  
Architectural Associate  
\$160  
Kait Underwood  
Project Architect  
\$205

Reimbursables:

**SCHEDULE**

The proposed timeframe for this project is 4 months, including one month for NDC staff and elected official participation and adoption.

We appreciate the opportunity to work with NDC . Please get in touch with me with any questions you may have.

Sincerely,  
**Downtown Redevelopment Services, LLC**

  
Ben Levenger  
President

APPROVED and ACCEPTED this  
\_\_\_\_\_ day of  
\_\_\_\_\_, 2024

Signature:

Name: \_\_\_\_\_

Title:

Date:



## Terms and Conditions

### I. DESCRIPTION OF PROJECT

Client (City of Nampa) and Consultant (Downtown Redevelopment Services, LLC) agree that the Project is as described in the section entitled the "Scope of Work." Client and Consultant recognize that during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified and any such changes will be by mutual written agreement.

### II. SCOPE OF CONSULTING SERVICES:

Consultant agrees to perform those professional, technical, and other services described in Exhibit A and in any written amendments to this Agreement. Unless modified in writing by both parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein.

#### A. Scope of Consulting Services.

Consultant agrees to perform those tasks ("Work") described in the documents entitled Scope of Work which is attached hereto and incorporated herein as Exhibit A. Consultant shall obtain any necessary permits and licenses required for the

performance of Consultant's work, if any such permits or licenses are required by law.

**B. Change of Scope of Consulting Services.** Client may, at any time during the term of this Agreement, make requests for changes to scope of the consulting services provided under this Agreement and its technical provisions. If any such change causes any increase or decrease in Consultant's cost of performing any part of its obligations under this Agreement, upon Consultant's request and Client's written authorization, an equitable adjustment shall be made in the contract price, and a written amendment of such adjustment shall be made. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to Client prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from Client. Nothing in this paragraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes unless the proposed additional services will make proceeding in accordance with the original or previously approved obligations unnecessary or impracticable.

**C. Opinions of Costs.** Any opinions of probable costs prepared by Consultant represent Consultant's best judgment as a professional familiar with the industry. Client recognizes that Consultant has no control over costs or the prices of labor, equipment, or materials, or over a



contractor's method of pricing. Consultant makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

### III. CONTRACT TERM

**A. Contract Term.** The term of the contract is set forth on the Scope of Work attached to and incorporated within this Agreement as Exhibit A.

**B. Completion Date.** Consultant shall commence the Work under this Agreement on a date established by an exhibit to this Agreement ("Commencement Date"), such exhibit is attached to and incorporated within this Agreement as Exhibit B. Consultant shall complete the Work no later than the date established by an exhibit to this Agreement ("Completion Date"), such exhibit is attached to and incorporated within this Agreement as Exhibit B. If, however, such Commencement Date or Completion Date is impractical due to changes in Consultant's scope of work, the Commencement Date or Completion Date shall be adjusted equitably as agreed by the parties. Delays beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant and delay the Completion Date for a period equal to such prevention, delay, or stoppage.

### IV. SCOPE OF CLIENT SUPPORT:

Client agrees to provide the following:

A. All criteria and full information as to Client's requirements for the Project.

B. Available information and data pertinent to the Project.

C. Timely reviews of work product.

D. Client shall appoint a Client's project manager with respect to work to be performed under this Agreement who shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by Client on any aspect of the work shall be directed to the project manager. Said Client's project manager shall have complete authority to transmit instructions, receive information, and interpret and define Client's policies. Consultant shall be entitled to rely on representations made by said Client's project manager unless otherwise directed in writing by Client.

E. Client shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. Client will also endeavor to keep Consultant advised concerning the progress of Client's review of the work.

F. Unless included in Consultant's services as identified in Article II, Client will furnish without charge, upon Consultant's reasonable request, the following information to the extent it is within Client's possession or control:

(i) Such maps, records, laboratory tests, survey ties, benchmarks, or other data pertinent to the services to be rendered by Consultant;



(ii) Available data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project;

(iii) When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

G. Provide Consultant's personnel with access to the Project site to allow timely performance of the work required by this Agreement.

#### **V. AUTHORIZATION AND PROGRESS:**

Client grants specific authorization for Consultant to proceed with the Work described in Exhibit A on the Commencement Date set forth in Exhibit B.

#### **VI. COMPENSATION**

Compensation for services provided by Consultant pursuant to Article II hereof and reimbursement of expenses incurred by Consultant shall be as set forth in Exhibit C, Compensation and Terms and Conditions of Payment, which is attached hereto and incorporated herein by reference. If the scope of work, or the extent or character of the Project is changed materially through no fault of Consultant, the amount of compensation to Consultant provided for herein shall be subject to equitable and mutually agreed upon adjustment.

#### **VII. RESPONSIBILITY OF CONSULTANT, LIMITATION OF LIABILITY**

A. Professional Services. Consultant is employed to render professional and technical services only, and any payments made to Consultant are compensation solely

for such services rendered and recommendations made in carrying out the Work. Consultant shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Consultant's services are rendered. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of Consultant and its officers, directors, members, employees, agents, and subconsultants, and any of them to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Consultant and its officer, directors, members, employees, agents, or subconsultants, or any of them shall not exceed the amount of \$25,000 or Consultant's fee, whichever is greater.

B. Consultant shall promptly pay all bills incurred by the Consultant in the performance of the Work hereunder, including, without limitation, bills for labor, services, equipment, and materials provided to Consultant. Consultant shall not cause any lien or charge to be fixed, filed, or otherwise assessed against the Client or the Client's property. In the event any such lien or charge



is asserted or filed against the property, Consultant shall cause such lien or charge to be discharged promptly

C. Except as otherwise authorized by Client and except as is reasonably necessary for Consultant to perform its Work hereunder, all communication between Consultant and the Client's end-users shall be forwarded through or with the knowledge of Client.

### **VIII. INDEMNIFICATION:**

A. Client and Consultant mutually agree, to the fullest extent permitted by law, to hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors, or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

### **IX. INSURANCE**

Prior to the start of the Work, Consultant shall procure and maintain in force for the duration of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance on Consultant's employees performing work on the Project, and Professional Liability Insurance. To the extent permitted by such insurers, Client shall be named as an additional insured on the policies, as applicable to this Project, except Workers' Compensation insurance and professional liability insurance. All policies must be placed with a carrier rated not less than A-VII by A. M. Best.

#### **A. Minimum Limits of Insurance.**

1. Commercial General Liability with a combined bodily injury and property damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The aggregate must be applicable on a per project basis.
2. Commercial Automobile Liability insurance covering the use of all owned, non-owned and hired vehicles with a combined bodily injury and property damage limit of \$1,000,000.
3. Workers' Compensation or employer's liability insurance with limit of the minimum required by law.
4. Consultant shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of Consultant. Such coverage shall be maintained for the duration of the services provided hereunder and for one (1) year after termination of this Agreement, and Consultant shall provide Client with additional certificates of insurance to evidence such coverage throughout said period.

**B. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to Client and accepted by Client. At Client's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

**C. Insurance Certificates.** An insurance certificate must be furnished by Consultant



to Client. Endorsements showing Client as an additional insured where applicable must be endorsed with the following statement in substantially the following form: "Coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Client and to each other additional insured to whom a certificate of insurance has been issued." Written notice for cancellation due to non-payment of premium will be within 10 days.

**D. Client's Right to Information.** Client shall have the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

## **X. SUBCONTRACTS**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the Work to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all of Consultant's subcontractors. Subcontractors must comply with the same insurance requirements as the Consultant.

## **XI. SUSPENSION OF WORK**

Client may suspend, in writing, all or a portion of the Work. Consultant may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event Client does not pay any invoice when due. The time for completion of the Work shall be extended by the number of days work is suspended. If any period of

suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.

## **XII. TERMINATION OF WORK**

A. Client or Consultant may terminate work hereunder if the other party fails to perform in accordance with the provisions of this Agreement by providing at written notice pursuant to Article XII.B to the other party by certified mail with receipt for delivery returned to the sender.

B. In the event of a party's default, non-performance, or breach, the other party agrees to, before exercising any right or remedy available to it, give written notice of the default, non-performance or breach to the defaulting party. For the fifteen (15) days following such notice, the defaulting shall have the right to cure such default, nonperformance, or breach. If the defaulting party fails to cure the default, non-performance, or breach within the fifteen (15) day period, the other party may terminate its work. If Consultant fails to cure within the fifteen (15) day period, then immediately after receiving notice of termination from Client, Consultant shall perform such additional work as is necessary for the orderly filing of documents and all finished or unfinished documents, maps, studies, work papers, and reports prepared by Consultant under this Agreement shall be the sole property of Client upon payment by Client to Consultant of all sums due for Work performed on the Project by Consultant. Unless otherwise agreed in writing by the parties, the time spent by Consultant on such additional work shall not



exceed five percent (5%) of the time expended by Consultant on the Project prior to the effective date of termination. Consultant shall be compensated for work performed prior to the effective date of termination, plus work required for filing and closing as described in this Article XII, plus all unpaid reimbursable expenses.

C. Client may terminate this agreement for any reason or no reason upon thirty (30) days written notice to Consultant. Unless otherwise directed in writing by Client, Consultant shall cease all work under this agreement receipt of written notice of termination. Consultant shall be paid for all work properly performed under this agreement through the date of receipt of the notice.

### **XIII. CONFLICT OF INTEREST**

A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of Client, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.

B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify Client.

C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not

employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement.

D. Consultant shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

### **XIV. DOCUMENTS**

A. Neither Client nor the Consultant shall make changes in the other's drawings and specifications or reports without the written permission of the other party. Consultant shall have no responsibility or liability for any revisions made to the drawings and specifications or reports without Consultant's permission.

B. Upon payment to Consultant of all sums due for work performed on the Project by Consultant, original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of Client. Consultant shall have a non-exclusive license to use such drawings, specifications, and reports and the intellectual property therein for



marketing or internal purposes. This license may be terminated by Client upon five days written notice the Consultant. Client shall not reuse or make any modifications to the plans and specifications without prior written authorization by Consultant. Client hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by Client other than for information and reference in connection with the use, operation and occupancy of the Project by Client and others. Nothing stated herein shall prevent Consultant from using its data gathered and analysis related to the scope of work in connection with rendering professional services provided that in so doing no confidential information of Client is disclosed to such other client or any other party.

C. Consultant agrees that any electronic or other documents provided to the Consultant by the Client for the Consultant's use on the Project belong to and remain the property of the Client. Except as necessary for the Project, Consultant will not disseminate any such documents to third parties without the Client's written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients.

#### **XV. CONSULTANT TO COOPERATE**

If Client undertakes or awards other contracts for additional related work, Consultant shall cooperate with such other consultants or other independent contractors of Client and the Client's employees, and to the extent reasonably practical Consultant shall fit its own work to such additional work

as may be directed by Client. To the extent reasonably practical, Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of Client or any employee of Client. Neither the professional activities of Consultant, nor the presence of Consultants or its employees and subconsultants at a construction site shall relieve the general contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. Consultant has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Client's agreement with the general contractor.

#### **XVI. COMPLIANCE WITH LAW**

Consultant shall observe and render services in conformance with applicable laws, ordinances, codes, rules, and regulations of federal, state, and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed hereunder.

#### **XIX. AUDITS AND INSPECTORS**



A. All services performed by Consultant shall be subject to the general administration, coordination, and inspection of the Client at all reasonable times. In coordination with Consultant, Client shall provide sufficient, safe, and proper facilities at all times for construction services and construction contractors. Consultant shall furnish inspection of the work and shall furnish all information concerning the services. To the extent reasonably practical, Consultant's services shall be performed in character, sequence, and timing so that they will be coordinated with those of the Client. At any time during normal business hours and as often as Client may deem reasonably necessary, Consultant shall make available to Client and/or employees and representatives of Client for examination all of Consultant's records with respect to matters covered by this Agreement. Consultant shall also permit Client and/or employees and representatives of Client to audit, examine, and make copies, excerpts or transcripts of such records relating to matters covered by this Agreement. Client's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead, or profit.

B. Except as otherwise provided in this Agreement, Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its proposal and billings and shall make such material available at all reasonable times during the period of the

Agreement, and for one year from the date of final payment under the Agreement, for inspection by Client or any reviewing agencies. Consultant agrees that the provisions of this Article XIX.B shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

C. Consultant shall maintain and make available to Client copies of the drawings, calculations, specifications, and other documents and information as reasonably requested by Client. Submission or distribution of such documents to meet official regulatory requirements is not to be construed as publication in derogation of the Client's or the Consultant's rights in the documents.

#### **XX. INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Consultant shall have full power and authority to select the means, manner, and method of performing Consultant's services without detailed control or direction by the Client. Nothing in this Agreement shall be interpreted or construed to establish Consultant or any of its employees as the agent, employee, or representative of Client, except that the Scope of Work described in Exhibit A may include having employees of Consultant serve as a representative of Client during the Project.

#### **XXI. ASSIGNMENT, SUCCESSORS AND ASSIGNS**



This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. Nothing in this Agreement shall be construed to grant any right, interest, or benefit in this Agreement to any person or entity other than Client and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Consultant and not for the benefit of any other party.

This Agreement and the parties' interests therein may not be assigned, sublet, or transferred by Client or Consultant without prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

**XXII. INTEGRATION**

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. This Agreement supersedes all prior negotiations or agreements with respect to the subject matter herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

**XXIII. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Idaho. Any litigation regarding this Agreement, the Project, or the rights and obligations of Client or Consultant under this Agreement shall be filed in the courts of Canyon County, Idaho. Any mediation shall also be conducted in Canyon County, Idaho. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

**XXIV. NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notice shall be deemed received on the date personal delivery is made or three days after the date certified mail is sent. Notices shall be addressed as follows:

Downtown Redevelopment Services, LLC  
 ("Consultant"), 4910 Rootstown Rd,  
 Ravenna, OH 44266.

Phone: \_\_\_\_\_

City of Nampa Idaho

\_\_\_\_\_  
 \_\_\_\_\_ ("Client")

**XXV. CAPTIONS**

All captions, headings, and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit, or otherwise vary the text of this Agreement in any respect.



## **XXVI. REFERENCES**

All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

## **XXVII. INTERPRETATION**

Both Client and Consultant have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

## **XXVIII. EXHIBITS**

The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

## **XXIX. EQUAL OPPORTUNITY**

Consultant and Client hereby covenant for themselves, their employees, agents, assigns, and all persons claiming under or through them, that they shall not discriminate unlawfully against any employee or applicant for employment, nor shall they unlawfully deny the benefits of this Agreement to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age,

sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Agreement.

Client and Consultant covenant and agree that if required by law they will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

## **XXX. CLIENT'S AND CONSULTANT'S GOOD STANDING**

Consultant hereby warrants and represents that it is an Ohio limited liability company, licensed to do business and currently in good standing and has authority to enter into this Agreement. Client represents that it is licensed to do business, is in good standing, and has authority to enter into this Agreement.

## **XXXI. DISPUTE RESOLUTION**

Any dispute arising out of or relating to this Agreement, including the alleged breach, validity, interpretation, and performance thereof ("Dispute") shall be subject to the following procedures:

**A. Negotiation.** Upon written notice of any Dispute by either Client or Consultant, the parties shall attempt to resolve it promptly by negotiation between them and this process within thirty (30) days (the "negotiation").



**B. Mediation.** If the dispute has not been resolved by negotiation within thirty (30) days in accordance with Article XXXI.A, then the parties shall proceed to nonbinding mediation. A notice of mediation may be provided by either Client or Consultant, signifying that the negotiation was not successful and to commence the mediation process. The parties shall attempt to agree on a mediator. If the parties cannot agree on a mediator within ten (10) days of the date upon which the notice of mediation is sent, then within twenty days of when the notice of mediation was sent Consultant shall select one qualified mediator and Client shall select one qualified mediator and, within five (5) days of the date of their selection, the two persons so selected shall select a third qualified mediator who will serve as the sole mediator for the Dispute. In the event a party (“first party”) selects a qualified mediator within such period, but the other party fails to select a qualified mediator within such period, then the person selected by the first party shall serve as the sole mediator for the Dispute. No person selected by a party to be the mediator may be employed by, doing substantial business with, or otherwise affiliated with any of the parties, the parties’ principals, or the Project. The term "qualified mediator" as used herein shall mean a natural person experienced in mediating disputes between businesses similar to the business in which Consultant is engaged. The mediation session shall be held in Canyon County, Idaho and within forty-five (45) days of the retention of the mediator. The mediation session shall not last longer than two days unless mutually agreed upon in writing by the parties. If the mediation session does not

reach a mutually acceptable resolution, then the mediation shall be deemed complete and unsuccessful and either party may pursue any other legal remedies. The parties may mutually agree in writing to additional mediation sessions and applicable timeframes. During the course of the mediation, no party can assert the failure to fully comply with Article XXXI.A as a reason not to proceed or to delay the mediation. The service of the notice of mediation shall stay the running of any applicable statute of limitations regarding the Dispute until the mediation is concluded. Each side shall bear an equal share of the mediation costs. All communications, both written and oral, pursuant to this Article XXXI are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute that would otherwise be discoverable and/or admissible, do not become confidential or inadmissible simply because they are used in the negotiation and/or mediation process.

**C. Further Mediation Provisions.** Client and Consultant further agree to include a similar mediation provision in all agreements with any consultants or providers they retain for the Project, and to require all such consultants and providers to include similar mediation provisions in all of contracts with any consultants and providers they may retain regarding the Project.

## **XXXII. STATUTORY CERTIFICATIONS.**



Consultant hereby certifies that it is not owned or operated by the Government of China, as defined in Idaho Code § 67-2359, and that during the Term of this Agreement it will not be owned or operated by the Government of China. Consultant hereby certifies that it is not currently engaged in, and during the Term of this Agreement will not engage in, a boycott of goods and services from Israel or territories under its control as defined in Idaho Code § 67-2346. Consultant hereby certifies that it is not currently engaged in, and will not for the Term of this Agreement, boycott any individual or company because that individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or b) engages in or supports the manufacture, distribution, sale or use of firearms (as firearm is defined in Idaho Code § 18-3302(2)(d)) as the forgoing terms in this sentence are defined in Idaho Code § 67-2347A. Consultant certifies that it is not, and will not for during the Term of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in Idaho Code §§ 18-8701 et seq.



**STATE OF** \_\_\_\_\_ )  
 ) ss.  
**COUNTY OF** \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public, in and for said State, personally appeared **Ben Levenger**, known to me to be the person whose name is subscribed to this instrument, and acknowledged before me that they executed the same on behalf of **Downtown Redevelopment Services, LLC**.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Notary Public for \_\_\_\_\_  
Commission expires:

**SEAL**

STATE OF IDAHO \_\_\_\_\_ )  
 ) ss.  
**COUNTY OF CANYON** \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public, in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument, and acknowledged before me that they executed the same on behalf of **the City of Nampa**.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

SEAL

Notary Public for Idaho Commission  
expires:

