

TOWN PLANNING & URBAN DESIGN COLLABORATIVE L.L.C.

“Curators of the human experience”

143 5th Avenue South Franklin, TN 37064

p: 615.948.8702 info@tpudc.com

AGREEMENT

This Agreement is by and between the Town of Middlebury VT (“Client”) and Town Planning & Urban Design Collaborative LLC. (also called “TPUDC”) (“Consultant”) entered into on _____.

PREAMBLE

The Client has asked TPUDC to assist with planning services related to the Town of Middlebury Downtown Master Plan (the “Project”) which are more fully described below and TPUDC has agreed to provide such services.

This Agreement contains the following sections:

- I. Basic Services
- II. Terms and Conditions
- III. Signatures
- IV. Appendices A-C

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. BASIC SERVICES

A. SCOPE OF WORK

The Consultant shall perform the basic scope of services as identified in Appendix A.

B. ADDITIONAL SERVICES

Any services not specifically provided for in the scope of services will be considered additional services and performed on a labor fee plus expense basis using the hourly rates presented in Appendix B of this Agreement. The Client will provide a letter of authorization for the specific scope of services before any work is initiated by the Consultant.

C. INFORMATION PROVIDED BY THE CLIENT

The Client will be responsible for all base information described in Appendix C. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client unless patently erroneous.

D. PROJECT SCHEDULE

The target timeline for completion of the Project is September 1, 2020

E. FEE AND BILLING

E.1 The CONSULTANT will provide the services described in this Scope of Services for a lump sum fee not to exceed \$108,333 plus expenses.

E.2 Fees will be invoiced monthly based on the percentage of services completed as of the invoice date. Payment will be due within 30 days of the date of the invoice.

E.3 Invoices for services rendered and expenses incurred pursuant to this Agreement shall be due as within 30 days of receipt by Client. Any invoice unpaid after 60 days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

F. FORMAT OF FINAL DOCUMENTS

Consultant shall provide final work products to Client in a digital file format.

G. CHANGES TO THE SCOPE OF WORK

Any change to the professional services described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and/or (3) Change the schedule, as appropriate.

II. TERMS AND CONDITIONS

A. Consultant's Scope of Services and Additional Services

The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses

including in-house duplicating, mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.

B. The Client's Responsibilities

Client shall be responsible for performing the following tasks in conjunction with the Project:

- B.1 Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- B.2 Client will provide on a timely basis the Base Information in Appendix A that is readily available from previous reports, planning studies, and general institutional knowledge, and any other information that Consultant may reasonably request. If information is not available, the Client will determine if the information may be obtained by an alternative means. The Client and Consultant agree to utilize information that is generally available. Any requests for additional Base Information which is due to certain materials being unavailable shall be discussed with the Client. If the parties mutually agree that additional information is needed, the production of the information shall be considered Additional Services.
- B.3 Client will provide supplementary information that is readily available, that may be requested from time to time during the course of the Project.
- B.4 Client will arrange for a location to conduct design charrette and studio and all necessary charrette meetings, and promote the charrette using the promotional materials and Outreach & Engagement Plan developed by the Consultant.
- B.5 Client will provide, at their discretion, refreshments to participants at public events and the charrette.
- B.6 Client will attend scheduled Project meetings with Consultant.
- B.7 Client will attend the Design Charrette/Planapalooza™ at specific times scheduled in advance.
- B.8 The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with 30 days notice of anticipated meetings and deadlines.

C. Document Client Review Procedures

Following the delivery of the Work Products the Client shall have a Client Review Period with a duration 30 days. On the final day of the Client Review Period, if not sooner, the Client shall send to the Consultant requested refinements, if any, in the form of one consolidated set of comments made digitally utilizing the comment tools in Adobe Acrobat. All requested revisions must be consolidated, as only one set of revisions per review period will be accepted. The Consultant shall make the requested refinements, if any, to be included in the final documents. Additional changes requested outside the Client Review Periods, as well as changes to the Perspective Drawing(s) and/or Illustrative Master Plan(s) requested after the Planapalooza™, will be considered Additional Services. If no requests for revisions from the Client are received by the Consultant by the final day of the Client Review Period, this will indicate that the Client has no revisions to request and the Consultant will begin work on the next phase of work. If the Client requests additional review periods, the associated additional revisions will be considered Additional Services and the project deadline will be adjusted accordingly. All work products for review or use at public meetings shall be provided to the Client at least five days prior to the meeting.

D. Use of the Documents

The Documents shall be used solely in matters relating to this Agreement. The Consultant and the Client shall be deemed the authors of the Documents and shall retain all common law, statutory, and other reserved rights including copyright.

E. Delay or Prevention of Provision of Services not the Fault of the Consultant

In the event that performance of the Basic Services and/or Additional Services is delayed or prevented due to an unforeseen condition or event beyond Consultant's control, including but not limited to: a natural disaster in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's consultants or in an area through which any member of the team may be traveling in order to provide Services; the injury or death of Consultant personnel or their consultants or a family member of either. Consultant shall not be responsible for such delay or failure to perform and will not be liable for the consequences of any of the foregoing.

F. Termination

- F.1 If the Client fails to make payment when due for service and reimbursable expenses as previously specified herein, the Consultant may, upon thirty days written notice, terminate the Agreement. Unless payment in full is received by the Consultant within thirty days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- F.2 The Client may terminate this agreement for cause, after giving the Consultant written notice and an opportunity to cure. The Client may terminate without cause by giving the Consultant 14 days notice and compensating the Consultant equitably to the termination date.
- F.3 In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received.
- F.4 In the event this Agreement is terminated, Client shall pay Consultant for all direct costs and Services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed but not invoiced as of the date of termination.

G. Publication

- G.1 The Consultant shall have the right to include representations of the Project or the work performed by Consultant, including photographs, among promotional and professional materials.
- G.2 The Client shall provide professional credit to the Consultant in all of Client's promotional materials for or depicting any work performed by Consultant in connection with the Project.
- G.3 If the Client publishes or causes to be published photographs or other representations related to Project, the Client agrees to include reference to the Consultant as follows: "Credit: Town Planning & Urban Design Collaborative LLC, www.tpudc.com".

H. Arbitration and Litigation

- H.1 In the event any dispute arises between the Client and the Consultant in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Consultant agree to submit the dispute to binding mediation by a mediator mutually selected by the parties, with each party sharing equally in the cost of mediation.
- H.2 In the event of litigation between the Client and the Consultant arising under, related to, or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.
- H.3 To the extent permitted by law, the Client and Consultant shall indemnify and hold harmless one another from all liability, claims, damages, costs, and expenses including attorney's fees, incurred by, demanded, or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Client and/or the Project. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with legal counsel to defend against any and all such claims.

I. Miscellaneous Provisions

- I.1 The Agreement shall be governed by the law of the State of Vermont in the United States of America.
- I.2 The duties, responsibilities, and limitations of authority of the Consultant discussed in the Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.
- I.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. Neither the Client nor the Consultant shall assign the Agreement without the written consent of the other.
- I.4 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.
- I.5 Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- I.6 The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen days prior to execution. The Client shall not request, and Consultant shall not be required to provide certifications that would require knowledge or services beyond the scope of the Agreement.
- I.7 Title and paragraph headings are for reference and are not a part of the Agreement.
- I.8 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.
- I.9 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.
- I.10 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. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- I.11 The appendices attached hereto are made a part hereof as if fully set forth herein.
- I.12 This Agreement is valid only if executed by the Client and the Consultant within 60-days of the other.
- I.13 In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions. In case of conflict, this Agreement shall control over the Standard Provisions. As used in the Standard Provisions, the term "the Consultant" shall refer to Town Planning & Urban Design Collaborative LLC and the term "the Client" shall refer to the Town of Middlebury, Vermont.
- I.14 All notices and communications given pursuant to the Agreement shall be in writing and delivered by email, personal service, or by registered mail 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 post-marked or the date of the actual receipt, whichever is earlier.

CLIENT:
Town of Middlebury, Vermont
Attention: Jennifer Murray, AICP
77 Main Street
Middlebury, VT 05753
jmurray@townofmiddlebury.org

CONSULTANT:
Town Planning & Urban Design Collaborative LLC
Attention: W. Brian Wright
143 5th Avenue S.
Franklin, TN 37064
brian@tpudc.com
with cc: to emily@tpudc.com

III. SIGNATURES

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return another to us for our files. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

ACCEPTED AND AGREED:

Client
Town of Middlebury

Consultant
Town Planning & Urban Design Collaborative LLC



Kathleen Ramsay
Town Manager

W. Brian Wright
Principal

Date: _____

Date: July 17, 2019

IV. APPENDICES

Appendix A: Scope of Services

PHASE 1.0: PROJECT INITIATION

TASK 1.1: PROJECT MANAGEMENT

The CONSULTANT will establish and facilitate regular calls and meetings with CLIENT to review progress and assess needs as they arise. Upon project kickoff, the CONSULTANT and CLIENT will confirm project call and meeting schedules. The CONSULTANT will manage the public process. At key milestones in the project, the CONSULTANT will facilitate meetings with the Steering Committee via Skye and in-person during our trips for public input events.

TASK 1.1: PROJECT KICK-OFF MEETING

The CONSULTANT will kick-start the process by leading a goal-setting work session with the CLIENT. The event will be used to identify and confirm overarching goals for the Downtown Master Plan. This meeting will cover a multitude of topics such as:

- *Clarification and creation of Client/Team interface and collaborative structure*
- *Goals based on the Client's perspective*
- *Goals based on the Team's experience*
- *Discussion of project schedule*
- *Discussion of local initiatives*
- *Client concerns and aspirations*
- *Initial assessment of available and missing data*
- *Establishment of measures of success*
- *Discussion of public outreach objectives and strategy*
- *Project organization & staff coordination*
- *Procedures for sharing of information*

TASK 1.3: POLICY-MAKER INTERVIEWS

The CONSULTANT will conduct individual Skype and in-person interviews with members of the Planning Commission and Selectboard, who are particularly interested in the process, adoption and implementation of the Downtown Master Plan.

TASK 1.4: INTERDEPARTMENTAL COORDINATION

The CONSULTANT will hold an interdepartmental meeting to begin coordination between Town departments. Those in attendance at this meeting should be department heads and other individuals that will be directly involved in the creation and administration of the Downtown Master Plan.

TASK 1.5: COMMUNITY KICK-OFF PRESENTATION & VISIONING WORKSHOP

The CONSULTANT, with support for the CLIENT, will conduct a public kick-off event and visioning workshop. The CONSULTANT will program the event and prepare necessary handouts, etc. The CLIENT will be responsible for printing meeting materials. A member of the CONSULTANT team will facilitate the event. The CLIENT and CONSULTANT will work together to identifying a meeting date, time and location. The CLIENT will also be responsible for advertising the meeting event using outreach materials prepared by the CONSULTANT.

The Kick-off presentation will serve as an introduction to the project for the general public. It will be used primarily to make the community aware of the project, generate excitement, and provide an overview of the process for creating the Downtown Master Plan.

Following the Kick-off presentation, the Team will facilitate a hands-on Visioning Workshop, where the public will be invited to contribute their ideas, working over base maps of the Downtown to identify how they might like to see the area evolve in the future, what areas of the Downtown they like and don't like, and any other concerns or ideas they may have relating to the future Master Plan. This process will provide a preliminary inventory and assessment of issues and opportunities based on the concerns of the public, stakeholders, and elected officials who participate in this workshop.

TASK 1.6: PROJECT BRANDING

The CONSULTANT will develop branding for the project at the beginning of Phase 1 working in collaboration with the CLIENT.

TASK 1.7: COMMUNITY OUTREACH AND ENGAGEMENT PLAN

The CONSULTANT will work with the CLIENT to develop a Community Outreach and Engagement Plan, which will include:

- Toolkit elements for building awareness and gathering input
- Identification of stakeholders and timing of meetings associated with public outreach and collaboration;
- Methods and materials anticipated for the public outreach effort and for each audience;
- Strategy for print and broadcast media for public announcements and provision of information.

The CLIENT will be responsible for scheduling meetings, securing locations, printing materials, advertising events, etc. identified in the community outreach and engagement plan using outreach materials prepared by the CONSULTANT and provided to the CLIENT (electronic format).

TASK 1.8: PRINT & SOCIAL MEDIA CAMPAIGNS

The CONSULTANT will work with the CLIENT to help create an online presence on the Town website, as well as initiate a social media campaign using the tools agreed upon and identified during the completion of the Outreach & Engagement Plan. This first round of media outreach will be used to bring awareness of the project and build excitement. In addition, TPUDC's graphic design team will develop materials that can be posted around town, mailed to individuals to make a connection with stakeholders that do not have an online presence. The CLIENT will be responsible for reaching out to constituents and sending marketing material to stakeholders.

PHASE 2.0: INITIAL REVIEW & ANALYSIS

TASK 2.1: REVIEW BACKGROUND DOCUMENTS

The CONSULTANT will work with Staff to inventory and evaluate physical data, plans, programs, and policies that could influence the development of the Downtown Master Plan.

Current and completed planning documents and studies pertaining to Downtown Middlebury and the region will be provided by the CLIENT for the CONSULTANT'S review. TPUDC will review relevant documents, such as the Downtown Action Plan, Middlebury Downtown Improvements Plan, Middlebury Town Plan, and the current zoning ordinance.

TASK 2.2: LAND USE ANALYSIS

The CONSULTANT will conduct a land use analysis to review underlying zoning and provide high-level recommendations for zoning barriers that may interfere with achieving the goals of the Downtown Plan, such as revisions to the zoning that may be needed to support the vision in the plan and its impact on specific areas like Weybridge Street.

TASK 2.3: MARKET ANALYSIS

The CONSULTANT will conduct a market analysis with the assistance of Town planning staff and its interns. The CLIENT will collect local-level data to be provided to the CONSULTANT. The CONSULTANT will use this and other

available state and regional data to examine the existing economic, business and real estate market conditions and highlight strengths, and weaknesses of the Downtown. The analysis will focus on discovering insights that lead to actionable recommendations. These findings will be integrated into a general economic analysis framework with strategic recommendations to help guide the Master Plan and future economic development efforts. The relevant data will be folded into the Downtown Master Plan using infographics and clear language that is easily digestible and understood by the public.

TASK 2.4: BASE MAPS

The CONSULTANT will work with the CLIENT to prepare base mapping for use during community engagement sessions and as the base for any design work. Base maps will include layers provided by the CLIENT such as environmental constraints identified on local and State databases, as well as parcel lines, existing buildings, historic properties, roads, and other pertinent data layers that will be needed by the Team. Detailed survey information necessary to produce the stormwater design drawings for the green alley will be provided by the CLIENT.

TASK 2.5: ONGOING PROJECT MANAGEMENT

Ongoing project management will continue throughout the length of the project.

PHASE 3.0: PUBLIC DESIGN PROCESS

TASK 3.1: PLANAPALOOZA™

The CONSULTANT will lead a three-day Planapalooza event for the Middlebury Downtown Master Plan at a central location in the Town. The schedule will include multiple presentations, technical roundtable discussions, public input sessions and client meetings. The CLIENT will be responsible for securing a studio space for the CONSULTANT as well as booking spaces where larger events will take place.

TASK 3.1.1: public opening presentation

The CONSULTANT will deliver an introductory presentation on planning best practices, describe innovative planning and economic development tools related to topics relevant to Downtown Middlebury, and outline the process moving forward.

TASK 3.1.2: study area/precedent tour

The CONSULTANT will tour the study area with staff as our guide.

Task 3.1.3: technical meetings

The CONSULTANT will host formal and informal meetings with various approving agencies, focus groups and the public at large. Topics will relate to the issues and opportunities such as including multi-modal transportation and connectivity, zoning challenges, economic development, business and tourism, infrastructure, open space, design and development, or other critical topics determined in partnership with the CLIENT.

TASK 3.1.4: open studio

The CONSULTANT will set up a working design studio in a space provided by the CLIENT that is centrally located within the study area. In the studio, the CONSULTANT will work on the illustrative master plan and concepts for design interventions in the planning focus areas, as well as artist renderings.

TASK 3.1.5: work-in progress presentation

On the final evening of the Planapalooza, the CONSULTANT will give a presentation that describes the process to date, explains the elements of the Downtown Master Plan, and presents other findings and plans and renderings developed during the Planapalooza.

TASK 3.2: CLIENT MEETING

The CONSULTANT will conduct a meeting via Skype with the CLIENT to debrief on the Planapalooza, receive additional feedback on the vision, and reconfirm the schedule for the next phases of work. During this meeting, the CONSULTANT and CLIENT will finalize that Master Plan document outline.

TASK 3.3: ONGOING PROJECT MANAGEMENT

Ongoing project management will continue throughout the length of the project.

PHASE 4.0: DRAFT DOWNTOWN MASTER PLAN

TASK 4.1: DRAFT DOWNTOWN MASTER PLAN

The CONSULTANT will prepare the Draft Downtown Master Plan document. The highly graphical, reader-friendly document will include recommendations and other critical action items to accomplish the goals of the community. An outline for the document will be submitted to the CLIENT for approval.

The Draft Downtown Master Plan will include the following:

Public process:

A summary of the public outreach and engagement process.

Vision & themes:

A vision statement and guiding principles representing the collective community's desired future for Downtown Middlebury.

Downtown profile:

The CONSULTANT work with the CLIENT to create infographics to present the Downtown Middlebury Profile, providing a snapshot of current relevant demographics, economic, land use, transportation, and housing data.

ILLUSTRATIVE MASTER PLAN:

An Illustrative Master Plan, rendered in color, identifying potential infill and redevelopment opportunities, existing and proposed pedestrian and bicycle linkages, open spaces, parking, pedestrian improvements, and general landscape elements.

Area-Specific Plans:

Illustrative plans for:

- Bakery Lane site: A context-sensitive plan for the future of this important property.
- The Lower Weybridge (Western Gateway): A plan to study the introduction of transitional mixed-use character into the current single-family neighborhood.
- Seymour Street (Northern Gateway): A mixed-use, bike/ped friendly corridor concept to create an active transportation link connecting the Downtown core with biking/hiking destinations to the north (e.g. Amtrak station, MALT trails network, Exchange St. bike path).

Transportation linkages:

The CONSULTANT will explore improvements to the connectivity and safety of the bicycle and pedestrian network in and around Downtown. There will be particular focus on bicycle and pedestrian connections from Downtown to the activity centers to the east, lower Weybridge Street for commuters from the College. Proposed connections and linkages will be reflected on the overall illustrative master plan, with recommendations in the report. Bicycle and pedestrian connectivity improvements are also germane to discussions of this area.

Artist Renderings:

Professional illustrations will be created and rendered in color, showing scenes from the Master Plan such as streetscapes, civic spaces and other key locations in the Plan; as well as birds-eye views of the overall plan.

Implementation Strategy:

The CONSULTANT will provide prioritized strategies for implementation.

TASK 4.2: CLIENT MEETING

Prior to the distribution of the Draft Downtown Master Plan, TPUDC will conduct a call with the Client to discuss the Draft document.

CLIENT REVIEW PERIOD

CLIENT will review draft document and provide feedback per Section IIC Document Client Review Procedures.

PHASE 5.0: FINAL DOWNTOWN MASTER PLAN

TASK 5.1: final Downtown Master Plan

Following the *Client Review Period*, the CONSULTANT will incorporate edits from the CLIENT into the Final Downtown Master Plan and submit it to the CLIENT.

PHASE 6.0: GREEN ALLEY & STORMWATER DESIGN

Task 6.1: Project Administration

Horsley Witten Group (HW) will attend meetings or conference calls with the CLIENT and partner agency representatives as needed.

Task 6.2: Site Assessments

Horsley Witten staff will review existing conditions survey data and resource delineation provided by the CLIENT and will contribute to updated base mapping to be used for development of design plans. Field assessment for visual inspection of existing conditions is included.

Land surveying and environmental assessment activities are not included in this Scope of Work. Any field review or assessment is assumed to be visual inspection or GIS-level accuracy. HW will develop a preliminary written bullet list outline of expected permit requirements for the project.

Based on the above tasks, a preliminary draft “bubble diagram” framework concept summarizing opportunities and alternatives identified will be produced.

Task 6.3: Conceptual Green Alley Stormwater Design Study

Horsley Witten will create concept level drawings for up to three basic concept alternatives. HW will collaborate with the team to develop integrated plan view and typical cross-sections to represent the concepts and will attend one meeting with the CLIENT to review the alternatives. Based on input from the CLIENT, HW will finalize the preferred concept and prepare a schematic concept plan and preliminary planning-level cost estimate. The estimates will use typical unit pricing for items and contingencies.

TASK 6.4: GREEN ALLEY STORMWATER DESIGN DEVELOPMENT

Horsley Witten will incorporate client edits and create Design drawings.

Task 6.4.1 Preferred Alternative Site Investigation

HW will participate in an on-site investigation to review existing conditions relative to the selected preferred design concept alternative.

Task 6.4.2 Design Plan Submission and Estimate

HW will develop preliminary documents for at least one concept, which will depict information to define the type, size, location, and material of the proposed improvements suitable for submission to the CLIENT.

Appendix B: Rate Schedule

Where this Agreement provides for Client's payment to Consultant of compensation on an hourly or daily basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly and daily rate schedule:

	Hourly Rates	Daily Rates
Project Principal	\$200	\$2000
Project Director	\$175	\$1750
Planners	\$140	\$1400
Urban Designer	\$160	\$1600
Illustrator	\$150	\$1500
Transportation	\$150	\$1250
Economist	\$200	\$2000
Graphic Designer	\$100	
Clerical Staff	\$60	

Consultant reviews its hourly rates each calendar year and reserves the right to modify its rate schedule at such time. Consultant will provide Client with written notification in advance of any such change.

APPENDIX C. BASE INFORMATION

The Consultant must receive the information listed below, to the extent it is currently available, and any other relevant information at least two weeks prior to the Charrette to the extent possible. It is essential that this information be thorough and accurate, as it will form the basis for the Deliverables. All documents shall be provided in searchable PDF format if possible, with text documents provided in MS Word format if available. The Consultant will create a Client Dropbox folder as a repository for all base information.

1. **Base map and GIS information** for the study area including, but not limited to the following elements:
 - a. Existing thoroughfares (pavement and right-of-way);
 - b. Existing sidewalks, walkways and paths;
 - c. Existing water bodies, shorelines and streams;
 - d. Existing property lines;
 - e. Site boundary;
 - f. Site topography;
 - g. Existing drainage information;
 - h. Existing utility information;
 - i. Existing physical or environmental constraints;
 - j. Any other significant features both above and below the ground and water.

Base map information should be provided in GIS format, with each element/layer saved as a separate file, and elements symbolized using color and line weight protocols to be provided by the Consultant.

In addition, printed and rolled (not folded) base maps should be provided at a scale to be determined by the Consultant (typically 1"=200'). One copy shall contain all of the information listed above. A second copy shall contain all of the information listed above plotted on top of an aerial photograph.

2. **Aerial photographs** that depict the study area and its surroundings in plan-view, preferably in color, with a graphic scale and at the highest possible resolution.
3. **Published comments**, as available, of local government officials and administrators, which relate to zoning, land use, or development issues or projects relevant to the study area or Project.
4. **Relevant site studies**, including but not limited to:
 - a. Previous zoning, land use or development related studies;
 - b. Soils maps/reports;
 - c. Topographic analysis;
 - d. Environmental studies or mitigation plans;
 - e. Traffic studies;
 - f. Infrastructure studies;
 - g. Market feasibility studies for the study area and its surroundings.
 - h. Any other relevant site studies.
5. **Current long-range planning documents** including but not limited to:
 - a. Master Plans;
 - b. Future Land Use Plans;
 - c. Zoning Maps;
 - d. Any other relevant planning documents
6. **Other appropriate documentation** related to the Project, including but not limited to:
 - a. Historical timeline of growth and development;
 - b. Business composition, including major employers and emerging markets;
 - c. Economic development initiatives currently in place;
 - d. Summary of local regulations and policies that affect housing;
 - e. Composition of current housing stock;
 - f. Listing of local housing organization;
 - g. Schedule for planned investment in road improvements;
 - h. Inventory, and description, of current public / civic spaces;
 - i. Listing of all open space and trail management organizations;
 - j. Map of existing and proposed trail system;

- k. Description of threats to water quality and quantity and existing water protection and preservation measures;
- l. Inventory of critical natural resource and scenic areas;
- m. Inventory of historic and archaeological resources;
- n. Existing policies, standards, and organizations in place to protect historic and archaeological resources;
- o. Description of any forest or agricultural resources and current steps being taken to promote local farms and woodlots;
- p. Description of issues relating to stormwater management, public water & sewer, septic tanks, utilities, emergency response, solid waste, communications, health care, municipal government, and school locations and capacity;
- q. Schedule of planning investment in facilities and service improvements;
- r. Description of fiscal issues, including tax revenue as compared to planned and needed expenditures, anticipated changes in the tax base, capacity and strategies to fund capital investments, the Town's current borrowing capacity, and opportunities for sharing with neighboring communities;
- s. List of pending development applications or other anticipated projects.
- t. Any other Documentation or data required by the Transportation & Stormwater Engineers and/or Economist.