

**MAY 15, 2013**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**FORT MILL CORRIDOR OVERLAY DISTRICT**

**TOWN OF FORT MILL**  
LandDesign PN: 1013020

This agreement made this 12 day of June, 2013, by and between the Town of Fort Mill, hereinafter referred to as "Client", and LandDesign, Inc., hereinafter referred to as "Consultant", for the provision of planning services for the Fort Mill Overlay District project located in Fort Mill, South Carolina.

**Scope of Services**

The following is a series of tasks to develop a Corridor Overlay District for the Town of Fort Mill to ensure development along key corridors, particularly the new bypass, will achieve the desired intensity and character as envisioned by the community and expressed in the Town's adopted Comprehensive Plan.

**Task 1: Existing Conditions – Documentation and Mapping**

The Consultant will update LandDesign's land use and transportation data for Fort Mill by updating the current database with GIS files acquired from the Town, County or other source. All data used for the study will be readily available data; no data will be created by the Consultant through field verification, digitizing or other method. Data collected will be used for mapping of parcel-level land use and transportation facilities. Such features will be depicted on the Existing Land Use & Transportation Map supplemented with environmental features.

All such information will be the basis for a summary PowerPoint presentation to be used in meetings with the Fort Mill Southern Bypass Committee (Committee) and the public.

**Deliverables:**

- PowerPoint Presentation – Summary of Existing Land Uses & Transportation Network
- Existing Land Use & Transportation Map (30x42 and 11x17, color)
- Future Land Use & Transportation Map (30x42 and 11x17, color)

**Task 2: Committee Meeting #1**

With assistance from Town staff, the Consultant will conduct an initial meeting with the Committee. This will serve as an organizing meeting in which the Committee will be briefed on project objectives and schedule. The presentation of existing conditions prepared in Task 1 will be shared with the Committee. A key objective of this meeting will be a discussion of the vision for the bypass and development along it and opportunities to be considered in the development of the overlay district. Examples of places where similar districts have effectively controlled the quality of development in a transportation corridor will be shared.

**Deliverable:**

- Meeting Agenda and Handouts (delivered as PDFs for printing by Town staff)

### **Task 3: Public Meeting #1**

The Consultant will facilitate a public meeting in which a summary of project and its objectives, purpose of a corridor district, relevant recent planning efforts for the study area and the bypass itself, and the existing conditions will be presented. The presentation will be followed by a discussion of the vision for the corridor in terms of land use and development design, distinguishing subareas by appropriate land use types (and mix) and intensity/density.

In the meeting and immediately following the meeting, the team will prepare a Draft Corridor Vision Map to reflect input to date from the Committee and the public regarding enhancements to the development pattern, adding to the land use pattern depicted in the Comprehensive Plan a level of detail that preliminarily explains the community's expectations for corridor development.

#### **Deliverables:**

- Meeting Agenda and Handouts (delivered as PDFs for printing by Town staff)
- Meeting Displays and Input Materials (i.e., maps listed in Task 1, base maps)
- Draft Corridor Vision Map (diagrammatic sketch, delivered as PDF)

### **Task 4: Ordinance Review (NIC; Task 4 to be conducted by Town Staff)**

Based on input gathered in Tasks 2 and 3, Town Staff will summarize challenges with current ordinance provisions and provide the summary to LandDesign. This will be followed by a meeting or conference call with LandDesign to discuss such challenges.

#### **Deliverable:**

- Technical Memorandum – Summary of Relevant Issues with Town of Fort Mill Zoning Ordinance

### **Task 5: Committee Meeting #2 (NIC; optional)**

The Consultant will conduct a second meeting with the Committee to discuss the public comments received at Public Meeting #1, including the Draft Corridor Vision Map and the results of the Zoning Ordinance assessment conducted by Town Staff. Specifically, the following will be discussed:

- Goals and objectives of the district;
- the Draft Corridor Vision Map, and subareas defined by appropriate land use types (and mix) and intensity/density; and
- current ordinance provisions that present barriers to change in a manner consistent with the Corridor Vision.

#### **Deliverables:**

- Meeting Agenda and Handouts (delivered as PDFs for printing by Town staff)
- Meeting Display and Input Materials (i.e., maps listed in Tasks 1 and 3)

### **Task 6: Corridor Vision Plan**

With input from the Committee, the Consultant will prepare a Final Corridor Vision Map that depicts the study area, the transportation network that will serve the study area (existing and planned facilities), and various subareas defined by appropriate land use types (and mix) and intensity/density.

**Deliverable:**

- Final Corridor Vision Map (diagrammatic sketch, delivered as PDF)

**Task 7: District Development**

The Consultant will prepare preliminary district language that reflects the work completed to date.

The Consultant will then conduct two work sessions with the Client to review initial research and recommendations and work through details of draft language. Town staff who can provide necessary feedback regarding initial research and recommendations regarding the draft district text may also be included. (The Client shall be responsible for inviting the key staff.) During and between these workshops, the Consultant will aim to accomplish the following:

- draft a purpose statement that will be incorporated into the text of the district(s);
- recommend new or substitute ordinance provisions to remove the barriers to achieving the desired development pattern;
- test preliminary design standards with respect to development design intent on selected parcels;
- acknowledge potential public improvements to facilitate the desired development pattern;
- evaluate the application of new standards in terms of the potential for
  - creating non-conforming conditions or uses,
  - requests for variances, or
  - increasing development costs; and
- gain consensus on the draft district text.

In and immediately following these work sessions, the Consultant will develop conceptual sketches depicting the potential scale and character of future development if the standards being considered for the new district are applied. One sketch of up to three key areas (selected with assistance from the Client) will be prepared.

A single set of notes documenting the revisions to be made and suggested provisions will be compiled following the first work session. A second draft will be presented at the second work session (see Task 8) that reflects the requested changes documented in the meeting notes.

**Deliverables:**

- Preliminary District Language (MS Word, delivered as PDFs for printing by Town staff)
- Meeting Agenda and Handouts for Session 1 (delivered as PDFs for printing by Town staff)
- Staff Review Draft of District (MS Word, delivered as PDFs for printing by Town staff)
- Committee Review Draft of District (MS Word, delivered as PDFs for printing/distribution by Town staff)
- Conceptual Sketches (up to three, delivered as PDFs)

**Task 8: Committee Meeting #3**

The "Committee Review Draft" of the District will be presented to the Committee (see session 2 in Task 7 above) to solicit feedback on the specific provisions. In a presentation, the primary district components (i.e., purpose statement), the development standards supported by conceptual development sketches, etc.) will be explained. We will seek feedback from the participants that will further refine the provisions of the draft district.

With a single set of comments and suggestions compiled by Town staff immediately following the Committee meeting, the Consultant will edit the district language and deliver the Public Review Draft of District.

**Deliverables:**

- Meeting Agenda and Handouts (delivered as PDFs for printing by Town staff)
- Public Review Draft of District (MS Word, delivered as PDFs for printing/distribution by Town staff)

**Task 9: Public Meeting #2**

The Final Corridor Vision Plan and the "Public Review Draft" of the District will be presented (along with draft recommendations pertaining to other implementation strategies) to the public at a community meeting. We will seek feedback from the participants that will further refine the provisions of the draft district and conceptual sketches in support of the district.

**Deliverables:**

- Meeting Agenda and Handouts (delivered as PDFs for printing by Town staff)
- Meeting Displays and Input Materials

**Task 10: Committee Meeting #4**

The Consultant will present a summary of public comments and facilitate a final discussion about and endorsement of the maps, other visuals and overlay district language.

**Deliverable:**

- Meeting Agenda and Handouts (delivered as PDFs for printing by Town staff)

**Task 11: Planning Commission Meeting #1**

In an effort to inform the Commission's decision regarding a recommendation to approve amendments to the Comprehensive Plan and the Zoning Ordinance, the Consultant will assist Town staff in presenting the final documents developed through the process. This will include the preparation of a summary PowerPoint presentation and attendance at a regular Planning Commission meeting.

**Deliverables:**

- Meeting Agenda and Handouts (delivered as PDFs for printing by Town staff)
- PowerPoint Presentation

**Task 12: Council Meeting #1**

The Consultant will assist Town staff in presenting the final documents developed through the process at the first reading of the amendments to the Comprehensive Plan and the Zoning Ordinance.

**Task 13: Council Meeting #2**

The Consultant will assist Town staff in presenting the final documents developed through the process at the second reading of the amendments to the Comprehensive Plan and the Zoning Ordinance.

#### **CLIENT RESPONSIBILITIES**

- A. Town Staff will be expected to be involved in the process. The responsibilities of the staff include but are not limited to the following:
- Project coordination – Participate in project coordination efforts (see below).
  - Input – In addition to gathering data and documents (see Data Collection and Review of Data, Regulations, Plans and Studies in Scope above), Staff will act as a member of the project team by providing input throughout the process regarding existing conditions, issues, opportunities, concept plans, recommendations and implementation strategies.
  - Meeting space – Secure meeting space for all presentations, meetings with staff, Community Meetings and other meetings that are required as part of this planning process. Staff will also set up these facilities in preparation for each meeting in accordance with guidelines established by the Consultant. The Client will be responsible for paying any fees associated with reserving and using meeting space.
  - Meeting facilitation – Participate in Community Meetings by helping the Consultant with facilitation, preparation and distribution of agendas, management of attendees (i.e., sign-in table), etc. (See Community Meetings above.)
  - The Client will be responsible for scheduling and noticing (as required) all meetings following input from the Consultant.
  - Dissemination of information – Meeting notices, plan details, and other information that is disseminated to the public, stakeholders, interested groups and individuals, etc. shall be the responsibility of Staff. The Consultant will provide information at the appropriate times in PDF format so that it may be utilized by Staff in a variety of ways, such as uploading onto the Town's web site.
- B. The Client shall provide full information at its disposal/available that is relevant to the project in the format requested. (Note: All documentation provided by the Client for purposes of this project shall be returned to the Client at the completion of this study.)

#### **SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES IN THIS CONTRACT**

- A. Meetings other than those identified in Scope of Services.
- B. Interviews other than those identified with assistance from Client, or interviews in excess of the 10 interviews identified in the Scope of Services.
- C. Conduct in-depth review/critique of existing plans and regulations.
- D. In-depth study of small areas or corridors identified as "key areas" during the process, though each of these areas will be studied at a level sufficient to prepare conceptual development scenarios. Excluded will be detailed site planning and acknowledgement of specific site features and constraints often documented through field survey.
- E. Data creation or development. (Note: All data used for the project shall be limited to data that is readily available and easily obtained from Town, County and other sources at no additional cost to the Consultant.)
- F. Detailed small area plans, which typically involve a separate public planning process to study all aspects addressed in a jurisdiction-wide comprehensive plan but at a greater level of detail than possible in a jurisdiction-wide comprehensive planning process.
- G. Detailed design or construction documents.

- H. Detailed traffic engineering plans or conduct detailed transportation planning study or traffic impact analysis.
- I. Comprehensive review of, or the development of, an individual Traffic Impact Analysis for any proposed development.
- J. Draft new development codes/ordinances (zoning, subdivision, etc.), or draft specific code/ordinance language to be added. (Recommended solutions to regulatory obstacles and model language, however, will be provided.)
- K. In-depth review or updating of existing municipal plans.
- L. Design guidelines other than those that might be included to further explain a Plan recommendation.
- M. Architectural design or standards.
- N. Assessment of the structural condition of buildings.
- O. Assessment of condition of government facilities.
- P. Detailed streetscape plans.
- Q. Changes to the organization of the Plan following the County's approval of the outline.
- R. Tax base analysis.
- S. GIS-supported scenario planning or suitability analysis.
- T. GIS coordination or support other than that which is included in the Scope of Services.
- U. GIS training or other training of County staff
- V. GIS metadata in any format
- W. Surveys pertaining to cultural natural or resources (data available through Federal, State, and local agencies will be utilized).
- X. Revisions to the plan after the one set of input has been delivered and utilized to make final revisions and create the final version of the plan
- Y. Public Surveys
- Z. Inflation Index Analysis
- AA. Park Infrastructure Cost Estimates
- BB. Detailed design development drawings
- CC. Construction document drawings
- DD. Construction details
- EE. Site engineering documents
- FF. Specifications
- GG. Traffic study and analysis
- HH. Landscape plans
- II. Irrigation plans
- JJ. Stormwater management design and engineering
- KK. Additional GIS mapping service beyond that specified in the scope, including digitizing data
- LL. Wetland identification and mitigation

#### **PROJECT COORDINATION**

To ensure a successful and efficient process, regular communication between Consultant team members and the Client must be maintained. Through e-mail, regular phone calls initiated by the Consultant, and scheduled meetings, the Consultant will coordinate with the Client and will

provide project updates, answer questions, discuss key issues, disseminate critical information, etc.

The Consultant will provide necessary staff/resources for all meetings necessary to complete the project as defined in the Scope outlined above. The Consultant will make every effort to minimize project costs by taking advantage of joint travel opportunities and consolidating meetings, interviews, and field reconnaissance. Some of the meetings listed in the Scope above will be scheduled for the same day.

Quality control/ quality assurance (QA/QC) is also achieved through regular coordination, as this provides an opportunity for internal review of work products throughout the process. QA/QC is included in the scope of work.

A copy of the agreed upon schedule for Consultant to perform its services will be provided to the Client at project initiation, following receipt of Client's input. Any schedule delays resulting from any circumstance, whether such circumstance is associated with the project defined in this Agreement or not, shall not in any way affect the Client's payment of fees to the Consultant in accordance with the terms specified in this Agreement as well as in Exhibit A, Standard Terms and Conditions of Contract, attached to this Agreement.

**CONTRACT FEE SUMMARY**

<u>DESCRIPTION</u>	<u>PHASE</u>	<u>FEE</u>
Fort Mill Overlay District	100	\$45,000

Direct project expenses for the services contained in this agreement are included in this lump sum amount.

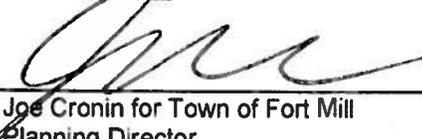
All work will be performed according to our Standard Terms and Conditions of Contract, incorporated into this contract by reference herein and attached as Exhibit A. If this proposal is acceptable and outlines our complete agreement, please signify your acceptance in the space provided and return both originals to our office for execution by LandDesign. This document will then constitute our complete agreement.

LANDDESIGN, INC.

BY:   
Margaret Nealon, RLA, AICP, for LandDesign, Inc.  
Vice President

DATE: 6/12/13

TOWN OF FORT MILL

BY:   
Joe Cronin for Town of Fort Mill  
Planning Director

DATE: 6/11/13

**EXHIBIT A  
LANDDESIGN, INC.  
STANDARD TERMS AND CONDITIONS OF CONTRACT**

**Contract Billing:** Billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this agreement, LandDesign is entitled to recover any and all reasonable attorney fees associated related to the collection from client. In addition, LandDesign reserves the right to suspend all work in any case where invoices remain unpaid more than sixty (60) days from issue.

**Reimbursable Expenses:** Unless expenses are specifically included in a lump sum amount, Client shall pay to LandDesign an amount equal to 7% of all labor fees billed to reimburse LandDesign for expenses incurred by LandDesign in the performance of its project related services. Such 7% shall include but not be limited to expenses for shipping, mailing costs, courier services, long distance telephone and facsimile transmittals, supplies, printing and photographic reproductions. Travel related expenses, including without limitation lodging, mileage, rental costs, airfare and meals, as well as project related expenses incurred by consultants and billed to LandDesign, are expressly excluded from this 7%. Such travel and consultant costs shall be billed to Client, in addition to 7%, at a rate of 1.1 times the cost to LandDesign. All reimbursable expenses shall be billed monthly and shall be payable upon the same terms and conditions applicable to invoices for LandDesign's fees, as set forth above.

**Overtime Charges:** LandDesign shall be paid overtime in any case in which the Client requests work to be complete prior to previously agreed upon completion date.

**Commencement of Work:** Client acknowledges that the fees of LandDesign set forth in this Contract contemplate prompt commencement by LandDesign of the work to which such fees relate. Accordingly, LandDesign shall have the unilateral right to terminate all or any portion of this Contract to the extent Client does not authorize LandDesign to promptly commence and complete performance of the work to be performed by LandDesign hereunder. LandDesign reserves the right to renegotiate contract fees if work is not completed within two years of the original date of this contract.

**Additional Services:** Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not be limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; and Design modifications requested by the Client subsequent to prior approval.

**Hourly Rates:** Our hourly rates are as follows:

Partner	\$150.00 - \$300.00/Hour	Construction Administration Manager	\$ 85.00 - \$140.00/Hour
Principal	\$125.00 - \$200.00/Hour	Branding Manager	\$100.00 - \$140.00/Hour
Senior Associate	\$110.00 - \$180.00/Hour	Designer	\$ 80.00 - \$140.00/Hour
Associate	\$100.00 - \$170.00/Hour	Graphic Designer	\$ 80.00 - \$140.00/Hour
Manager	\$ 95.00 - \$160.00/Hour	Field Technician	\$ 60.00 - \$100.00/Hour
Landscape Architect	\$ 95.00 - \$160.00/Hour	CAD Services	\$ 65.00 - \$ 80.00/Hour
Professional Engineer	\$ 95.00 - \$160.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour
Engineer (EI)	\$ 85.00 - \$140.00/Hour	Administrative Assistant	\$ 45.00 - \$ 70.00/Hour
Planner	\$ 80.00 - \$140.00/Hour		

All billing rates are subject to periodic adjustments at the discretion of LandDesign.

**Ownership and Use of Documents:** Upon payment in full of all sums due LandDesign by Client pursuant to this Agreement, the drawings, sketches, specifications, and other contract documents prepared by LandDesign for the project ("the Documents") shall become the property of Client, provided: (1) the Documents shall not be used by Client or any third party on any other project without the prior express written consent of LandDesign; (2) Client acknowledges that any machine readable or electronic copies of the Documents may vary or contain information different from physical copies and that LandDesign, will have no responsibility for such differences; (3) LandDesign will remove its seal and title blocks from the Documents provided to Client; (4) Client warrants that it will not make, allow or authorize any use to be made of the Documents which is in violation of any statute, rule, regulation or code or which is in any way illegal or contrary to law; and (5) Client agrees to indemnify and hold LandDesign harmless from and against all liability, damage or claims, including reasonable attorneys' fees, resulting from any claim against LandDesign by any third party arising out of the use of any of the Documents contrary to the provisions of this Agreement.

**Governing Body:** This Agreement shall be governed by the interpreted, construed, and enforced laws of the State of North Carolina.

**Termination:** Contract may be terminated at any time, by either LandDesign or Client, by notification in writing. In the event of termination, LandDesign shall be paid for services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by LandDesign due to termination of project by Client shall be paid by Client.

**Acts of God and Third Parties:** Notwithstanding any provision contained in this Contract to the contrary, LandDesign shall not be deemed in default hereunder, or otherwise liable or responsible, if any failure of its performance shall be due to any governmental regulations or controls, the need to obtain any governmental approvals, inability to obtain any material or service, strike, act of war, act of God, act of any third party, or any other cause whatsoever beyond the reasonable control of LandDesign, and the time for performance by LandDesign shall be extended by the period of delay resulting from or due to any of such causes.

**General Provisions:** LandDesign assumes no liability arising from this Contract Proposal or the work involved except in so far as it is liable for its acts or the acts of its employees. It is our policy to complete our services promptly and within established schedules, however, there is no expressed or implied guarantee as to when plans will be approved by the applicable governing agencies. We will progress our work in an expeditious and professional manner at all times.

**Liability:** LandDesign's liability for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of LandDesign's fee, whichever is greater. Such causes include, but are not limited to, LandDesign's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.