

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2019 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, (the "Town"), and DPZ CoDesign, LLC, an independent contractor with a principal place of business at 1023 SW 25th Avenue, Miami, Florida 33135 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$380,000, as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs

and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor, excluding work, items, documents, or materials that were developed or prepared by Contractor prior to this engagement and work, items, documents, or materials which are publicly available, shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services, excluding those described above, constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor, provided that any material that is altered. To the extent materials are excluded from the exclusive ownership by the Town, Contractor hereby conveys a permanent, non-revocable license to such materials to the Town, effective upon the Town's payment of all fees due to Contractor. If the Town alters, modifies, adapts or changes work produced by Contractor, then upon written request from Contractor, the Town shall either remove Contractor's name from the electronic or subsequently printed versions of the altered work or add a note thereto that the altered work does not represent the original work of Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount

represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

*[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]*

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Notary Public

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the duties and tasks described below related to the Four Corners Master Plan Development for the Study Area outlined in **Exhibit A-1** (the "Project").

Task 1 Project Initiation

1.1 Meeting:

a. Tasks: Contractor will conduct a Project Initiation meeting with the Town's team, other identified decision-makers and the Project developers (the "Developers") to:

i. Discuss the Project history, prior planning efforts; and other technical studies; to discuss an overview/general analysis of area, current zoning, and entitlements; and to review and comment on the development program, elements mix, proximities, and market demand;

ii. Clarify the Project goals and objectives; review the Project design approach and guiding principles; a discussion of any needed refinements the scope of work and schedule; and the establishment of management and communication protocols;

iii. Review available Project base information (including those prepared by the Town, the Developers and any third-party consultants), and the subsequent identification of data gaps to be remediated; and

iv. Schedule a Project site tour.

b. Deliverables: finalized Project work plan and schedule; and finalized goals and objectives.

1.2 Base Plan Information, Data Gathering, and Review:

a. Tasks: Contractor shall work with the Town and the Developers to identify relevant planning studies, reports, and development proposals and potential research data for use in the master planning process. Contractor shall thereafter review those documents and begin collating the base plan information (maps, surveys, and other baseline data) needed for the physical planning and design. Contractor will rely on the completeness and accuracy of the Project Information available to date, and shall not be responsible for updating or correcting such information, or updating or correcting documents produced from the same.

b. Deliverables: finalized Project base information/materials.

Task 2 Development Diagnostics and Market Study; Pre-Charrette Tasks and Preparations

2.1 Development Diagnostics and Market Study:

a. Tasks: Following the collection and analysis of background materials under Task 1, Contractor shall: assess parking and infrastructure conditions and identify key elements of current plans and policy documents (e.g. current and proposed land use and zoning patterns, zoning district boundaries, transitional zoning, lot consolidation etc.); document existing conditions; and outline the goals and potential areas of adjustment. Contractor shall also prepare a Market Study, which will consider the findings and proposals prepared as part of any previous studies and development plans. These recommendations will then be tested using fair share and induced demand real estate modeling analysis. The output will be a Market Study and Project/Development Program (the "Program") – an economic/real estate analysis of the Project and its market context, identifying the current or anticipated residential, commercial, and business/office markets at or near the Project site. For residential, this typically includes an anticipated unit absorption per year, and the average and or mix of housing types and sizes existing near the site and anticipated for absorption. For commercial and office markets this typically includes the area in square feet desired for these uses on site or near the site as well as an anticipated absorption considering the development of the subject site. For office uses, this may also include a breakdown by the type of office space and for retail uses, it may recommend specific types of retail to serve the market. The Program is also anticipated to include information on the proposed densities and square footages for each use; residential types and number of units per type; proposed sale prices; type and number of other amenities (e.g. civic and public uses and spaces).

b. Deliverables: development diagnostics; and market study.

2.2 Pre-Charrette Preparations:

a. Tasks: Prior to the Charrette, Contractor shall work with the Town and Developers on a draft Charrette schedule and an annotated Charrette agenda. The Pre-Charrette preparations shall also include the logistical planning for the Charrette, including without limitation arranging travel, accommodations, and local transportation for Contractor team members; finalizing the set up of the Charrette studio; and coordinating other Charrette requirements such as Charrette meals and supplies. Contractor will develop a Charrette schedule to meet the needs of the Town and the Developers, including determining necessary meetings and presentations. Contractor shall have 2 pre-Charrette coordination meetings (by teleconference or web conference) with the Town and Developer's team.

b. Deliverables: Charrette schedule and annotated agenda; and Charrette logistics.

2.3 Project Information. The Town shall provide Contractor with the project information described in **Exhibit A-2** (the "Project Information") reasonably prior to the first day of the Charrette. The Town represents that, to the best of its knowledge, the Project Information is complete and accurate. The Town acknowledges that Contractor will rely on the Project Information in performing its work under this Agreement, and that Contractor has no obligation to check the Project Information for accuracy. Any errors in the Project Information are the Town's responsibility. Contractor shall not be responsible for inaccuracies in the work product or other

related documents resulting from, or corrections to materials that must be made because of, inaccurate Project Information.

2.4 Charette Requirements: For the Charette, the Town and Contractor shall provide those items identified in **Exhibit A-3**.

Task 3 Charrette

3.1 Preparation:

a. Tasks: The Charrette will be held at a location within the Town. Planning/design goals and proposals for the Project will be prepared and refined, addressing recommended/preferred uses, mix, and development intensity; building footprints, height, form, and design character; and streetscape and public space design and enhancements. On the first day of the Charrette, a thorough briefing on site data and project planning/design parameters will be provided by the Town, the Developers and the third-party consultants. The full schedule of the Charrette will be mutually determined by the Town and Contractor.

b. Deliverables: PowerPoint and PDF of the raw Charrette production.

3.2 Illustrative Documents:

a. Deliverables:

i. A series of concept options and a recommended Master Plan derived from the Concept Options, hand-drawn to scale and rendered in color, which shall depict recommendations for the disposition of the Project, and which at a broad level, will address land uses; general locations for private and public tracts; surface infrastructure, access and circulation; proposed massing and form; the schematic delineation of other design features and the surrounding context;

ii. A set of illustrative detail plans, hand-drawn to scale and rendered in color, showing the ideal build-out of key portions of the Master Plan;

iii. Perspective drawings/3D renderings, by hand or computer-generated, rendered in color, showing typical thoroughfares, parks, greens, squares, plazas and other locations;

iv. A parking plan that identifies all current public and private parking in the town center and lays out a plan and map that identifies how parking will be addressed within five years;

v. Diagrams such as: Project vicinity and location; the existing urban structure and development context; the concept of neighborhood planning; civic buildings and civic spaces; the private lots/land parcels; the open space network; the vehicular network; the proposed development phasing;

vi. Schematic prototypical building plans and elevations, at a scale appropriate for the building types; and

vii. Initial yield calculations and other take-offs/plan metrics for the Master Plan.

3.3 Regulatory Documents:

a. Tasks: Contractor shall draft regulatory documents, which are essential elements to the effective implementation of the Master Plan, and ensure that the Master Plan is a living guide for decision-makers. The draft regulatory documents shall be formatted to reflect proposed amendments to the Town's current Unified Development Code (UDC).

b. Deliverables:

i. A Regulating Plan formatted as proposed amendments to the UDC and keyed to the Urban Regulations and the Street Sections. This plan regulates the land use, building use, and density of the various building types that occur in the Master Plan;

ii. Thoroughfare standards formatted as proposed amendments to the UDC and specifying the various street designs within the public rights-of-way shown in the Regulating Plan;

iii. Regulations formatted as proposed amendments to the UDC and specifying each lot/building type in terms of use, setbacks, heights, ancillary elements, parking, retail frontage, building entrances and encroachments, function per floor, signage, storefront specifications, and any special requirements; and

iv. Architectural standards formatted as proposed amendments to the UDC and describing desired building design in terms of materials and configurations.

3.4 Phasing/Implementation Documents:

a. Tasks: The Master Plan shall be designed concurrent with a proposed Phasing/Implementation Plan, which shall include proposed initial/incremental interventions for early activation and placemaking as part of a "lean" development strategy.

b. Deliverables: Phasing/Implementation Plan.

Task 4 Draft Master Plan Report

4.1 Draft Report:

a. Tasks: Following the Charrette, Contractor shall compile the documents and recommendations developed thereat (along with the Pre-Charrette analyses conducted under Task 2), and deliver the Draft Four Corners Master Plan Report (the "Draft Report") to the Town and the Developers no later than 60 days following the last day of the Charrette, or 60 days following receipt of payment of the Task 3 Charrette portion of the fee, whichever is later. Information therein will include drafts of the work products described above. The Draft Report will also include a summary of the Charrette process, including the evaluation of the plan concept options.

b. Deliverables: Draft Report (6 printed copies and one PDF copy).

4.2 Review with the Town and Developers:

a. Tasks: The Town and developers will review the Draft Report and will provide coordinated and aggregated comments to Contractor within 30 days of the Town's receipt of the Draft Report. Other than one set of changes to the Draft Report based on the Town's one set of comments as set forth above, new plans, design criteria or documents (i.e. those not created as part of the Charrette, or those which result from the re-drawing and revision of existing plans and other products), shall be considered Additional Services and are not subject to the Draft Report submittal deadline set herein.

b. Deliverables: One set of aggregated comments on the Draft Report.

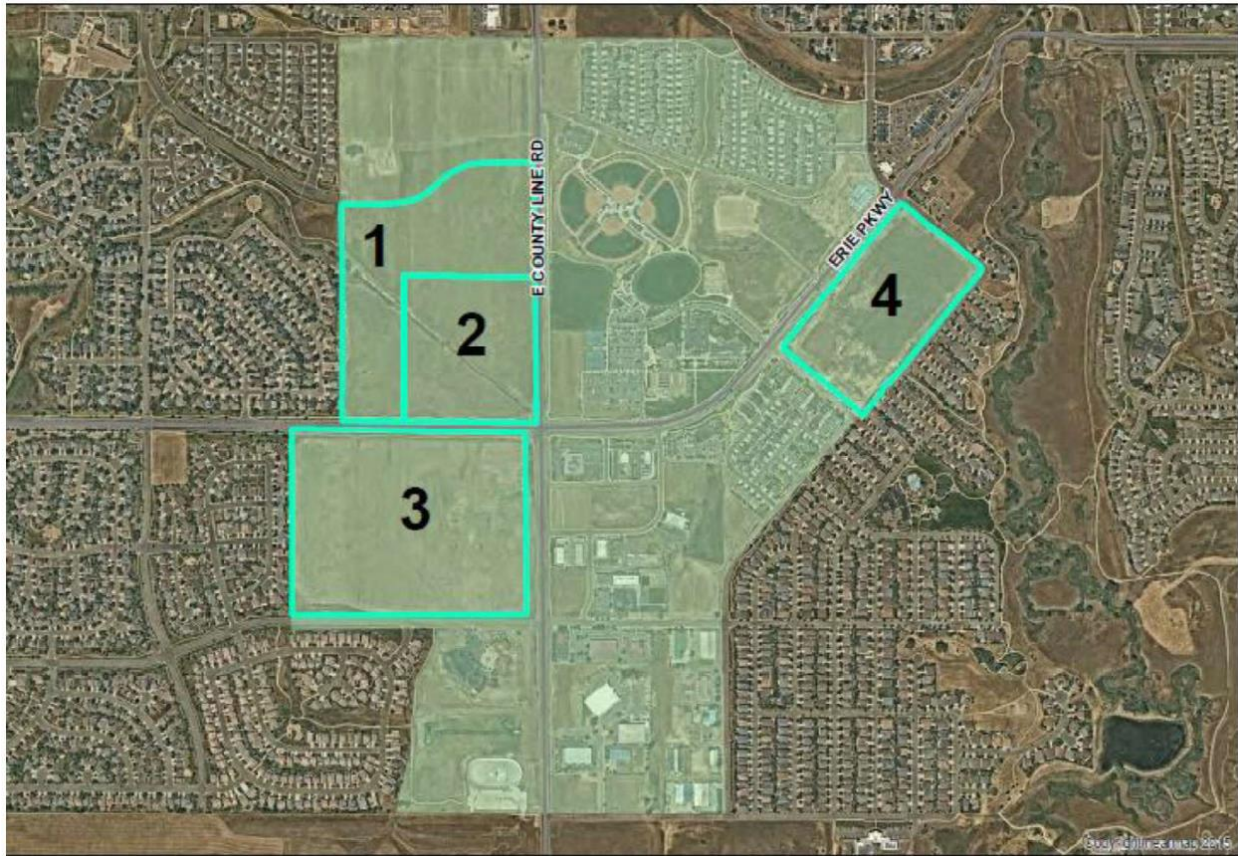
Task 5 Final Master Plan Report

5.1 Final Master Plan Report:

a. Tasks: Contractor shall incorporate the Town's requested changes in the Final Four Corners Master Plan Report (the "Final Report"). Contractor, at the request of the Town, shall make up to 2 follow-up presentations to the Town. The dates for the presentations are to be mutually agreed between Contractor and the Town.

b. Deliverables: Final Four Corners Town Center Master Plan Report (6 printed copies and one PDF copy). Contractor shall complete the Final Report and deliver the same to the Town and developers 60 days following Contractor's submission of the Draft Report, or 60 days following receipt of payment of the Task 4 Draft Report portion of the fee, or 30 days following receipt of the Town's comments on the Draft Report, whichever is latest.

EXHIBIT A-1 STUDY AREA



Study Area: Everything Shaded

1: Ranchwood Development

2: Regency Development

3: Four Corners/Foundry Builders Development

4: Erie Commons Development

EXHIBIT A-2 PROJECT INFORMATION

Information Format and Delivery

Base information must be accurate and verifiable. Inaccuracies may require future master plan modifications as additional services. All information should be delivered electronically.

Format

Reports – prior studies and plans which affect the study area; may be delivered as PDF or Microsoft Office documents, clearly labelled.

Aerial Photography - may be delivered as image files such as TIFF or mrSID or as part of a GIS database associated with Survey information.

Surveys - must be in the form of digital line-based information in either AutoCAD format (version 2007 or earlier) or as a GIS database. AutoCAD drawings should be organized into clearly-labelled layers based upon the information requirements below. GIS databases must require no additional plug-ins. The database should be sorted into relevant layer data, shapefiles and images.

Miscellaneous Documents - such as historic maps and adjacent development plans should be delivered as PDF documents that may be printed and extracted as individual pages for multi-page documents.

Delivery

Electronic Delivery - Base information may be delivered electronically via FTP or other document sharing service. A list with document titles and descriptions should be provided and clearly labelled. Contractor shall provide a secure folder on its in-house FTP server that may be used to deliver base information. If an external document sharing service is used, it must allow for access via generic web browsers (*i.e.* not only Internet Explorer) and must allow for bulk downloading of documents (not one file at a time).

Physical Delivery - Base information may be compiled electronically and delivered on a flash drive. A list with document titles and descriptions should be provided in print or electronic form.

Information Required in Advance

Recent High-Resolution Aerial Photograph - an accurate aerial photograph helps evaluate site characteristics that cannot necessarily be documented easily through other methods such as surveying. This should be in colour and include areas within a vicinity of the subject site, relative to the size of the site. Large sites require a greater radius of adjacent information. For small or infill sites, the aerial documentation should attempt to include all relevant adjacent development. This would include at least .50 miles (1 km) outside of the site boundaries.

Soil Conditions on Site - a survey of the soils on site is necessary to identify viable development locations, bearing capacity for roads and buildings, and any agricultural productivity capacity where appropriate.

Existing Site Conditions - a survey or GIS data that identifies at a minimum:

Property Boundary - and any relevant adjacent parcel boundaries within at least 0.25 - 0.50 miles (0.50 – 1.0 km) of the subject site.

Topography - as appropriate for the Project site's topographic density: for sites with little topography, this would be 1' (0.50 m) increments with 5' (1.5 m) indexes, and for sites with dense topography, this would likely be 5' (1 m) increments with 15' (5 m) indexes.

Streets, Rail lines and Paths - vehicular, pedestrian, agricultural and historic footpaths for the site area as well as either measured or extrapolated data at the edge of the property and major streets connecting to the property.

Existing Buildings –

- To remain
- To be demolished
- Adjacent to the site, measured or extrapolated, within a 0.25 - 0.50 mile (0.5 - 1.0 km) radius

Existing Trees to Remain - typically noted as specimen trees of a certain calliper, trees protected by local or national regulations and any trees to remain for agricultural reasons. These should either be identified as individuals or as an area if there are multiple clustered trees that should remain untouched.

Utilities - water, sewer, gas, phone/fibre optic/cable and electrical lines and their associated easements/setbacks located on the subject site and at its boundaries. This also includes those utilities that are currently planned to be constructed in the near future.

Development Area - where applicable identify areas intended for development or, conversely, areas where development should not occur.

Wetlands and Water Bodies - identify all flood plains on the subject site, 50 year and 100 year are typical, wetlands and their associated setbacks and any existing water bodies and dry streambeds.

Conservation Areas – areas to be preserved and sites of historical significance and their associated restrictions and setbacks.

Site Orientation - all drawings should indicate the north direction.

Additional Information

At a minimum, the above information should be provided prior to the Charrette. The additional information listed below should also be made available when relevant:

Effective Zoning Codes and Regulations - these may also include any directives on the Town's part regarding adherence to such codes and regulations and, where relevant, whether there is an established process for opting out of or superseding such codes and regulations.

List of Steps to Achieve Municipal Approvals

Traffic Analysis - where applicable for highly trafficked thoroughfares on site or adjacent to the subject site. This is most pertinent in situations where traffic impact is an issue of contention with neighbors or the Town.

Schools and Religious Institutions - anticipated number of such uses on site or typical ratio of population to these uses for the subject site.

Previous Master Plans and Studies - for the subject site and adjacent sites where applicable.

Other/Additional Items - any other studies, reports or general opinions and visions regarding the desired outcome of the Project.

EXHIBIT A-3 CHARRETTE REQUIREMENTS

All of the items listed below should be confirmed before the Charrette.

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

The Town and Contractor shall mutually agree on the space(s) to be used for the studio, meetings and, if any, presentations during the Charrette.

The Town shall be responsible for the announcements for any public presentations.

The Town shall provide the following with the advice of Contractor:

- **High-speed Internet access.** Hard wired internet access is preferable. If wireless access is the only means available, Contractor must be notified at least one week in advance of the Charrette.
- **Multi-function copier.** High quality, capable of enlarging to 200% and reducing to 50% in 1% increments onto 11" x 17" sheets. Print, copy, scan to usb capabilities. Trays for 8.5" x 11" and 11" x 17" paper.
- **Banquet tables.** 3'x 6' folding tables, minimum of 14.
- **Chairs (for the design team).** Comfortable padded office-type chairs, minimum of 14. Additional chairs will be needed for meetings and presentations with the number determined by anticipated attendance.
- **Large trash cans** with bags.
- **Video recording of any public presentations** (to be arranged by/provided by the Town, for use in marketing efforts, public presentations, and for the permanent record of the future community).

EXHIBIT B COMPENSATION

The compensation due to Contractor is a professional services fee of \$353,080 and a not-to-exceed amount of \$26,920 for anticipated Project expenses.

The professional services fee of \$353,080 shall be paid as follows:

- \$49,512 on the Effective Date, to Task 1;
- \$58,123 due upon completion of Task 2;
- \$155,870 due upon completion of Task 3;
- \$67,125 due upon submission of the Draft Master Plan Report under Task 4; and
- \$22,450 due upon submission of the Final Master Plan Report under Task 5.

The Town acknowledges that Contractor's compensation is not contingent on the success or failure of any land use approval process or in any litigation or public referendum conducted in connection with the Project or otherwise affecting the Project. Payment is due as set forth herein whether or not the Town or its Project partners proceed with the Project.

The allowable Project expenses are as follows:

1. Reasonable airfare and other transportation costs (taxis, ride shares, rental cars) for Contractor's employees working on the Project;
2. Reasonable cost of accommodations for Contractor's employees working on the Project;
3. Reasonable cost of meals for Contractor's employees while working on the Project in Colorado;
4. Postage, delivery, and reproductions for the Project;
5. Cost of any Charrette supplies incurred by Contractor for the Project; and
6. Other reasonable Project costs incurred by Contractor for the Project that are not included in the professional services fee and approved in advance by the Town in its sole discretion.