

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Stantec Consulting Services, Inc., a _____, (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to Downtown Redevelopment Community Engagement and Visioning (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS the Professional desires to render services for the City on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the

skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in an amount not to exceed One Hundred Twenty-Five Thousand (\$125,000), in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents,

contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation, or other work set forth in the Scope of Services.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Professional:

Attn:

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability

insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.

- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 7th day of October, 2021.

By: _____
Name: Shai Roos, AICP
Title: Senior Associate, Stantec Consulting
Services, Inc.

Exhibit “A”

Scope of Services

The City’s Downtown Redevelopment Community Engagement and Vision project will be accomplished in the three phases as described below:

PHASE I: DISCOVERY

This will include two main tasks – reconnaissance and community engagement.

Scheduled time – 4.5 months.

Budget - \$56,000

Task 1. Reconnaissance

The goal of this task will be to understand - How did the downtown come to look as it does? What is the history of land use, zoning regulations, and development patterns in downtown? What are the de jure and de facto class and racial issues and how did these occur? What shaped the look and function of the infrastructure? How has the natural environment changed? What is the relationship and history behind the relationship between the natural and built environment? Understanding these questions - and more - will frame the discussions to follow. The work in this task will begin with a kickoff meeting with the DSC and is intended to provide the factual and analytical basis for the planning effort. It will cover understanding the opportunities and constraints of the major physical systems comprising the downtown.

The City will provide all information collected by the Downtown Steering Committee (DSC) in the earlier phase of the Downtown Project and also provide existing GIS data, data related to CIP and other projects ongoing and planned in downtown.

Task 2. Community Engagement

The Professional will work with the DSC and city staff to identify outreach goals and develop a data-driven engagement plan using the strategies from our community engagement approach. The engagement plan will outline community participation methods, tools, communications strategies, and performance measures.

The DSC will function as champions for the planning process and assist with public outreach and input gathering and help us reach traditionally underserved groups.

The Professional shall provide sign-in sheets for each event with minimum Name, email address, phone number, affiliation/relationship to City, and notification “opt-in” for future City Community Engagement efforts.

DSC Monthly Status Meetings. The Professional will conduct monthly meetings with the DSC, commencing with the initial Kickoff Meeting in October 2021, and concluding with the final adoption in June/July 2021.

Boards and Commissions Meetings. The Professional will conduct a minimum of seven (7) interviews with City Boards and Commissions. Some of these could be combined. The DSC will identify the Boards and Commissions to be interviewed. The Professional will provide training to the DSC so that they may assist and/or conduct some of these meetings.

Stakeholder Meetings. The Professional will lead initial meetings with the mayor, city staff (6 meetings) and conduct virtual deep dive conversations with ten (10) stakeholders to understand issues to be addressed, pitfalls to avoid, and recommendations for best approaches to input and outreach.

Outreach. The Professional will draft social media language and create flyers for distribution by the City and the Champions. The Professional will also conduct one training session and work with city staff to provide materials for the DSC to conduct 20 outreach sessions and four (4) visioning workshops. The Professional will work with DSC and city staff to conduct/lead additional six (6) visioning workshops, one (1) with high school students and five (5) workshops targeted towards HOAs and/or neighborhoods in yet to be determined five (5) zones of the City.

Online Engagement. The Professional will use their Social Pinpoint subscription to develop and maintain a project website for 12 months which will serve as the conduit for digital engagement. To lower barriers to participation (e.g., access) the website will be mobile-friendly. The digital engagement will include:

- Surveys – these will have a wide range of question types, from multiple choice to open comment, to visual preference. These surveys will help gather feedback from residents and stakeholders who are unable to attend a meeting in person or live virtually. To ensure inclusion these surveys can be printed out for manual completion or presented on kiosks/tablets at public meetings. Paper comment forms can be housed and completed at neighborhood gathering spaces such as schools, community centers and libraries.
- Mapping and GIS Integrations – these will include interactive elements such as location pinning with comments for discussing place-based issues and ideas.
- Informational Content about the process and the plan – this will keep the community informed and involved throughout the process.

Pop-up Events.

The Professional will meet residents where they already are, rather than relying on large public workshops and online engagement twice in this phase. Pop-up events will be welcoming, eye-catching, informative and allow for conversation-based feedback. These events will focus on maximizing public participation and dialogue. The Professional will invite passers-by to join the space or at least participate in some of the interactive activities The Professional will have set up to gather key ideas and issues. These can include visual preference surveys, thought bubbles that pose questions to participants, and video interviews. The Professional will conduct three pop up events two on December 4th at the 10K Run and Holly Jolly Christmas event and another yet to be determined City sponsored event in early February.

Language interpretation and translation of materials can be provided at additional cost to ensure equitable access for limited English proficiency residents.

Phase I deliverables:

- 1) Project Website
- 2) Project Logo & Brand (colors and fonts)
- 3) Summary of results from community engagement activities
- 4) Existing Conditions Memo/Report Chapter – this will be a short opportunities and constraints analysis.

PHASE II: PLAN DEVELOPMENT

This phase involves the following two main tasks - development of recommendations including three (3) overall scenarios and community feedback and validation of the developed work.

Scheduled time – 3.5 months.

Budget - \$ 52,000

Task 3. Planning and Design Charrette.

The Professional will conduct a three-day in-person design charrette, to be held starting Friday morning and concluding Sunday evening. During this timeframe, the Professional will conduct a minimum of three virtual sessions (one each day), whereby the Professional will use a combination of the Zoom meeting platform as well as their subscription to MURAL or MIRO software which allows anyone to interact in a virtual studio at the same time. With the goal of having the “Pin Up” sessions available both in-person and virtual, the Professional will use MURAL to walk through the designs every day at 5PM for our “Pin Up” sessions, where people can discuss the designs and ideas and the Professional team can make real-time edits. The Professional will use photo-simulations showing before and after scenarios, illustrations, and parcel-level design plans for catalyst sites, maps, and reference images to understand and convey the community’s vision in an extremely tangible way.

Task 4. Feedback and Validation.

Stakeholder Meetings. The Professional will lead one-on-one conversations with up to five (5) strategic property owners in downtown and get their feedback regarding the recommendations including three (3) overall scenarios that emerge from the Planning and Design Charrette in Task 3. Each option should identify high level overview of zoning revisions that would need to occur if that option was acted upon. This shall not include actual zoning amendment language recommendations.

Online Feedback. The Professional will use the project website developed in Discovery Phase to get feedback for the recommendations including three (3) overall scenarios developed during the Planning and Design Charrette in Task 3.

- Surveys – these will have a wide range of question types, from multiple choice to open comment, to visual preference. These surveys will help gather feedback from residents and stakeholders who are unable to attend the online Planning and Design Charrette in Task 3. To ensure inclusion these surveys can be printed out for manual completion or presented on kiosks/tablets at public meetings. Paper comment forms can be housed and completed at neighborhood gathering spaces such as schools, community centers and libraries.
- Mapping and GIS Integrations – these will include interactive elements such as location pinning with comments for discussing place-based issues and ideas.

Outreach and Feedback Open Houses. The Professional will draft social media language and create flyers for distribution by the City and the champions. The Professional will also conduct one training session and work with city staff to provide materials for the DSC to conduct 20 outreach sessions and seven (7) feedback open houses. The Professional will work with DSC and city staff to conduct/lead one (1) additional feedback open house with the business community.

Pop-up Events.

The Professional will meet residents where they already are, rather than relying on large public workshops and online engagement twice in this phase. Pop-up events will be welcoming, eye-catching, informative and allow for conversation-based feedback. These events will focus on maximizing public participation and dialogue related to the recommendations including three (3) overall scenarios developed during the Planning and Design Charrette in Task 3. The Professional will conduct two pop up events – in April and in June. The Professional will provide materials for the DSC to host a pop-up event in May.

Language interpretation and translation of materials can be provided at additional cost to ensure equitable access for limited English proficiency residents.

Phase II deliverables:

- 1) Three (3) scenarios and other recommendations and strategies presented with photo-simulations showing before and after scenarios, illustrations, and parcel-level design plans for catalyst sites, maps, and reference images.
- 2) Summary Report of all scenario planning variables used in each of the three scenarios. This shall be a high-level analysis and will not include detailed quantitative cost/benefit impact analysis to include at a minimum the following:
 - Comparison of Property Tax and Sales Tax Impact versus cost of City Services. City Services shall include those services typically allocated in the City's General Fund as well as those services captured in the Utility Fund.
 - Impact to Allen ISD in terms of student yields
 - Impact to demand on public safety
 - Impact to Infrastructure (e.g., water, sanitary sewer, storm sewer, roads)
 - Analysis of the "developability" of certain scenarios using variables such as the cost basis of the land to determine the feasibility.
- 3) Summary of results from community engagement activities
- 4) Sign-In Sheets for all participants who opted-in to participate in future City Community Engagement efforts.

PHASE III: DELIVERY

This final phase of the project will result in development of a final report documenting the community vision, recommendations and three (3) scenarios, and related zoning and other policy changes needed to implement the recommended scenarios. The final document will be largely graphic and easy to understand for multiple and diverse audiences and stakeholders. A funding matrix will be provided as a separate spreadsheet.

Scheduled time – 1.5 months.

Budget - \$ 10,000

Task 5. Final Report

Informed by the outline discussed in the Kickoff meeting, the Professional team will prepare a first draft of the complete document for DSC and City review. In addition to being comprehensive in scope the document will be visual in presentation, readable, concise, succinct, eye-catching, engaging, and implementable. The Professional will make one set of edits to the first draft based on review comments by the DSC and city staff PM team and provide the 2nd draft report for one more set of comments from the entire DSC. The Professional will prepare revisions based on feedback from the DSC. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Phase III deliverables:

- 1) Final draft report with 2 sets of edits.
- 2) Excel Spreadsheet summarizing funding sources.
- 3) Electronic files of the report and all graphic and map data.
- 4) Electronic print version of the report.

Direct Costs:

Budget - \$7,000 for team travel costs, open house board printing, materials needed for charette and workshops, website hosting costs.

Assumptions:

- 1) The City shall be responsible for the following:
 - Printing all materials required for the community engagement activities – maps, surveys, comment cards and so on; the Professional will provide these materials in an electronic format.
 - The costs of translation of outreach materials; the Professional will assist City in finding the translation services.
 - Preparing presentations and updates for the City Council; the Professional will provide monthly status reports.
 - Downloading website reports of the online engagement bi-weekly and providing an excel spreadsheet of the results to the Professional.
 - All facility rentals and furniture for all community meetings and the setup of the booths/tents during pop-up events.
 - Contracting with local artists to participate in the community engagement events.
 - Food and drinks for meetings and community engagement events.
 - Providing all existing and available data related to downtown planning that will need to be analyzed by the Professional in a timely manner.
 - The DSC and the city staff will provide staffing to assist the Professional in facilitating meetings, workshops, open houses, and pop-up events.
 - Posting social media content to city channels, ISD channels, Chamber of commerce and other neighborhood channels; the Professional will provide the content.
 - Posting outreach flyers at identified city facilities and retail/restaurant establishments in City per the community engagement schedule; the Professional will provide the content.
- 2) The Professional can assist with and provide any of these services for an additional, mutually agreed upon costs in the form of an approved change order.
- 3) The estimated adoption by City Council is expected in Late June 2022/early July 2022 based on no major interruptions or scheduling issues for the community engagement events.