

STATE OF NORTH CAROLINA

**CONTRACT FOR
2020 Focus Area Planning and
Facilitation Process**

COUNTY OF ORANGE

This Agreement is made and entered into by and between the "Town of Chapel Hill", herein "Town", and "Rhodeside & Harwell, Incorporated", herein "Contractor" for services hereinafter described for the Town of Chapel Hill. This contract is for "2020 Focus Area Planning and Facilitation Process."

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount not to exceed \$92,855.00 . Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance (if applicable).
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured, *except with regard to the Contractor's Professional Liability Policy* ~~WR~~). The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers'

Compensation coverage requirements are \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

8. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all federal and state laws, including those on immigration.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
11. Interpretation: This Agreement shall be construed and enforced under the laws of North Carolina. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.
12. Preference: In the event that the terms of Exhibit A are not consistent with terms of this Contract, this Contract shall have preference; provided that where either Exhibit A or this Contract establish higher standards for performance by either parties, the higher standard, wherever located, shall apply.
13. Severability: The parties intend and agree that if any provision of this contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
14. Assignment: This Agreement shall not be assigned without the prior written consent of the parties.
15. Entire Agreement: This Agreement shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Agreement.
16. Term: This Agreement, unless amended as provided herein, shall be in effect until February 28, 2013.

This Contract is between the Town of Chapel Hill and Rhodeside & Harwell, Incorporated for the "2020 Focus Area Planning and Facilitation Process."

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

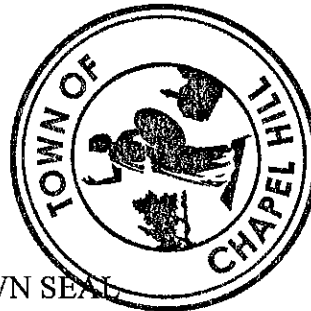
CONTRACTOR

Deana Rhodeside
SIGNATURE
Paul Monte
ATTEST

Deana Rhodeside, Director
PRINTED NAME & TITLE
MARK J. MASTALGAZ, PRINCIPAL
PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

Florentia Miller, Deputy
DEPUTY/TOWN MANAGER



ATTEST BY TOWN CLERK:

[Signature]
TOWN CLERK

TOWN SEAL

Town Clerk attests date this the 2ND day of OCT., 2012.

Approved as to Form and Authorization

Ralph D. Kasano
TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature] 9/28/12
FINANCE OFFICER

[Signature]
~~(INSERT DEPARTMENT)~~ DIRECTOR
Planning

EXHIBIT A -1

CHAPEL HILL 2020 FOCUS AREA PLANNING AND FACILITATION PROCESS DETAILED SCOPE OF WORK (Revised 09/06/12)

Task 1. Preliminary Meeting to Design the Process (Friday, August 24th via conference call)

- 1.1 Prepare for and participate in a teleconference with Mary Jane Nirdlinger (Director of Policy and Strategic Initiatives) and, possibly, additional Town staff. This call will focus on the following:
- Project scope and schedule
 - The upcoming Public Information Open Houses – roles and responsibilities; materials needed
 - Project start-up meeting – date and agenda
 - Existing available data, including reports, proposed and approved development projects, GIS layers and other electronic data for the area

Task 2. Attend the Estes Drive Focus Area Public Information Open Houses (Tuesday, August 28th and Wednesday, August 29th)

- 2.1 Review Comprehensive Plan, with a particular emphasis on Focus Area 3; review the documentation from the South 15-501 Focus Area planning process. Prepare a list of data needs and questions for the project start-up meeting. Prepare materials as needed (e.g., will the Town be presenting a PowerPoint that RHI should contribute to?).
- 2.2 Attend a project start-up meeting to further discuss the community engagement process for the Estes Drive Focus Area. Topics might include:
- Anticipated issues regarding the Estes Drive Focus Area and community process
 - Community composition of the Estes Drive Focus Area
 - Project status to date; lessons learned from previous efforts – what has worked/has not worked (e.g., process and products resulting from focus discussions for South 15-501 future focus area)
 - Identification of community leaders/interest groups that will need to be engaged in the Estes Drive Focus Area planning process. Discussions held to date.
 - Discussion of potential outreach strategies for this focus area process, and roles and responsibilities of consultants and Town staff.
 - Preparing for the Open Houses; anticipating questions and responses

- Receipt of available data.
 - Tour of the project area.
- 2.3 Participate in two Focus Area Public Open House Events on Tuesday evening (August 28th from 7-9 pm) and Wednesday morning (August 29th from 8-9 am). RHI will present information about our firm and the anticipated schedule for the project. In addition, RHI will assist the Town staff in developing responses to community questions regarding next steps.

Task 3. Design and Implement the Process for Obtaining Estes Drive Focus Area Input

- 3.1 Review all data provided at the Start Up meeting to become familiar with the process. Begin to develop base maps of the focus area.
- 3.2 Attend and assist in facilitating one (1) Recommendation Meeting.
- 3.3 Based on public input at the Recommendation Meetings, finalize an outreach plan to engage the community in discussions regarding the shape of the future for the Estes Drive Focus Area. It is understood that the following will be among the key issues to be addressed as part of this planning dialogue:
- Determination of area boundaries and focus area name
 - Appropriate and compatible existing and new land uses for the area, particularly as these relate to existing residential communities and to the planned Carolina North Campus development plan.
 - Land uses and potential forms of future development in the area, including the plans submitted for the current Tree Farm site.
 - Protection and strengthening of existing neighborhoods
 - Issues of multi-modal access and connectivity, particularly as these relate to the development of complete streets to accommodate both non-vehicular and vehicular (including transit) connections
 - Area appearance and urban design image
 - Environmental issues focused on protection and sustainability
 - Open spaces and public realm: existing conditions and future needs
 - Implementation strategies (e.g., new zoning tools needed)
- 3.4 It is understood that the Town is in the process of developing a Focus Area Steering Committee that can help guide and provide critical input to this planning process. Based on the breadth and expertise of committee members, it may be productive to structure group discussions around a number of “information” topics, with presentations and discussion related to a series of relevant

“issue” topics, such as transportation, community image and character, active development proposals, new transit options, critical environmental resources, etc.

In addition, the consultant and staff project team will also plan for, and organize, other outreach formats. These might include individual or small group interviews and focus group meetings with key community stakeholders, interviews with those who have an active interest in this focus area (including both elected officials and members of relevant appointed boards and committees), project tables at key community locations (e.g., farmers market, major shopping venues, libraries, etc.), and website surveys and postings (possibly with Twitter announcements) that can keep the public up-to-date, engaged and informed about this process.

- 3.5 RHI will work with Town project staff to provide website project information updates, meeting minutes, surveys, meeting announcements and other materials as needed to ensure that the community remains informed and engaged.
- 3.6 Working in collaboration with Town project staff, RHI will develop a plan and program for a multi-day public charrette process. From past experience, we have found that several charrette models can be effective, depending on the nature of the area, the community and the project budget. One model is a 2.5 day charrette that begins on a Thursday evening with a community event (e.g., a reception and presentation), and continues all day Friday and Saturday, with a formal presentation on either Saturday or Monday evening. The other model is a five-day event focused on the consultant team setting up an Open Studio within a store front building along the corridor. Throughout the week, the public will be invited in for both formal and informal (drop-in) presentations and discussions. *The exact format for this event will be developed with the Town’s project team during Task 3; for budgeting purposes, however, we are assuming a three day charrette process at this time.* [Note: we recommend that the Town invite the firm who will be engaged in the writing the new zoning regulations for the area to participate in this charrette process. In addition, it will be important to ensure that all of the key stakeholders for the project are engaged in this effort.] RHI, working in collaboration with the Town’s project staff, will develop a complete program for the charrette, will define the materials and equipment needed, and will assist in developing a strategy for public notification. We assume that the Town will take lead responsibility in identifying and procuring a charrette location, in placing and distributing any ads as needed, in supplying any major furniture and equipment needed, and in providing all food for the event.
- 3.7 RHI will prepare all written and graphic materials (including maps, schematics, photo precedents and simulations, and other illustrative materials) as needed for all meetings and, particularly for the charrette process. In addition, graphics will be prepared as part of the charrette process to

illustrate the concepts, visions and alternatives to be considered based on the community input received during the charrette.

Task 4. Document the Planning and Facilitation Process and Findings

- 4.1 Documentation of the Focus Area planning process will be accomplished, in part, throughout the project. All meetings will be summarized in writing as these are completed.
- 4.2 RHI will prepare a draft final report, containing both written and graphic materials, summarizing the results of the entire engagement process (with a particular emphasis on the results of the charrette) and making recommendations for the upcoming zoning implementation process. If the firm that will be responsible for drafting the new zoning regulations for the area is on board, we would plan on collaborating with them with regard to this report so that the summary format can be most informative for their work.
- 4.3 Submit draft to Town project staff for review and comment. Revise report as needed, and submit to Town.

PRELIMINARY PROJECT SCHEDULE (TO BE REFINED BASED ON FINAL DETERMINATION OF OUTREACH PROCESS)

<u>Task</u>	<u>Proposed Timeframe</u>
Task 1. Conference Call	9:00 AM/Friday August 24 th , 2012
Task 2. Project Start-Up Meeting and Open Houses	August 28 th and August 29 th , 2012
Task 3(a). Design Process/Focus Area Community Input Including Recommendation Meetings	Month of September 2012
Task 3(b). Implement Community Input Process	Week of 9/18 through 12/12, 2012
• Steering Committee Meetings (4)	(TBD based on appointment of Committee)
• Focus Group Meetings/Interviews	(Weeks of 9/18 through 10/12)
• Events tables	(As needed throughout process)
• Charrette	Starting Nov. 8 TH or Nov. 16th
Task 4. Documentation/Recommendations	December 2012 – January 2013

ASSUMPTIONS

1. A number of key stakeholder groups were identified during the 8/28/12 Start Up meeting. In a telephone discussion on 9/6/12, it was determined that many of these stakeholder groups would be engaged in the process through their representative inclusion on the Focus Area Steering Committee, and that separate focus group meetings and interviews are not anticipated as needed at this time. These groups include the following:
 - a. Representatives from Estes Neighbors
 - b. Representative(s) from UNC facilities planning
 - c. Representatives of relevant advisory boards/committees: e.g., Bike/Ped, Greenways, Parks and Recreation, Planning Board, Design, Transportation
 - d. Representatives from School Administration and Public Library
 - e. Representative of the YMCA
 - f. Representative of student housing organization (as appropriate for this area)
 - g. Developer representatives active in the area (Chartwell, Timber Hollow, others?)
2. It is assumed that this scope (and related fee) may change based on the findings of the Recommendation Meetings being held with the public during the month of September.
3. This scope and fee proposal is based on a focus area approximately encompassed by the boundaries identified in the Town's 2012 Comprehensive Plan.

	Principal	Senior Planner	Planner	Urban Designer	Landscape Architect
Task 1. Preliminary Meeting to Design the Process (Friday, August 24th via conference call)					
1. Prepare for and participate in a teleconference with Mary Jane Nirdlinger.	2				
Total Labor Hours	2	0	0	0	0
Hourly Rate	\$200	\$105	\$75	\$120	\$85
Labor Fee	\$400	\$0	\$0	\$0	\$0
Direct Expenses	\$0				
Subtotal	\$400				
Task 2. Attend the Estes Drive Focus Area Public Information Open Houses (Tuesday, August 28th and Wednesday, August 29th)					
1. Review Comp Plan/Prepare for Start-up Meeting	2		8		
2. Attend Start-Up Meeting/Area Tour.	9		9		
3. Participate in two Focus Area Public Open House Events.	4		4		
Total Labor Hours	15	0	21	0	0
Hourly Rate	\$200	\$105	\$75	\$120	\$85
Labor Fee	\$3,000	\$0	\$1,575	\$0	\$0
Direct Expenses	\$1,260				
Subtotal	\$5,835				
Task 3. Design and Implement the Process for Obtaining Estes Drive Focus Area Input					
1. Attend one Recommendations Meeting (includes prep time)	8				
2. Review all data received from Town	2	6	6		
3. Define final outreach plan with Town staff	4				
4. Plan for, and organize, outreach formats. Fee assumptions include:					
Strategy A: Steering Committee Meetings (4)	32	16	40	16	24
Strategy B: Focus Group Meetings/Interviews (Assumes none needed)	0	0	0		
Strategy C: Events Tables (Assumes none at this time)	0	0	0	0	0
5. Provide website project information materials.	2	6	16	4	8
6. Develop and lead a 3-day public charrette process.	30	30	30	30	30
7. Prepare all written and graphic materials as needed for all meetings.	10	12	24	40	80
Total Labor Hours	88	70	116	90	142
Hourly Rate	\$200	\$105	\$75	\$120	\$85
Labor Fee	\$17,600	\$7,350	\$8,700	\$10,800	\$12,070
Direct Expenses	\$6,000				
Subtotal	\$62,520				
Task 4. Document the Planning and Facilitation Process and Findings					
1. Documentation of the Focus Area planning process (on-going)	4	8	16		
2. Prepare a draft report. Submit for comment.	16	40	40	24	40
3. Revise report as needed, and resubmit.	4	12		8	16
Total Labor Hours	24	60	56	32	56
Hourly Rate	\$200	\$105	\$75	\$120	\$85
Labor Fee	\$4,800	\$6,300	\$4,200	\$3,840	\$4,760
Direct Expenses	\$200				
Subtotal	\$24,100				
RHI TOTAL FEE	\$92,855				

