

This Task Order is issued on the 5<sup>th</sup> day of November, 2021, by and between

Town of McCordsville

6280 W 800N

McCordsville, Indiana, 46142

hereinafter referred to as “Town”, and

Context, LLC (d/b/a Context Design)

5825 Lawton Loop East Drive

Indianapolis, Indiana 46216

hereinafter referred to as “Consultant”, wherein it is agreed as follows:

**Project:**

Evaluation of and assistance to Town staff in updating the 2021 Comprehensive Plan. The intent of the Project is to support municipal staff with benchmarking, strategic thinking, and development various maps, sketches, exhibits, and written verbiage that will support the Town’s planning and development priorities. All contributions by the Consultant become the property of the Town and are subject to consideration of and approval by the Planning & Building Department, Plan Commission, and Town Council.

For mutual consideration hereinafter set forth, the Town and Consultant agree as follows:

A. **Scope.** The Consultant agrees to perform the following services:

See attached Exhibit A.

B. **Schedule.** The schedule for services performed under this Task Order is as follows:

Process is anticipated to begin in December 2021. Bulk of work outlined in the scope is expected to occur in Q1 and Q2 2022.

C. **Compensation.** Town agrees to compensate Consultant for their contributions toward the Scope of Services outlined in Exhibit A and summarized below, on an hourly fee basis, plus expenses for travel, printing, plotting, and other customary reimbursable expenses.

Comprehensive Plan Updates	To be determined, at staff direction
Ordinance Revisions and Updates	To be determined, at staff direction
Graphic Support and Report Illustrations	To be determined, at staff direction
<u>Meetings, Coordination, and Public Process</u>	<u>To be determined, at staff direction</u>
<b>Total Allowance</b>	<b>Hourly not-to-exceed \$30,000</b>

Consultant agrees to make the Town aware of when work assignments reach 50%, 70%, and 90% milestones of the identified allowance.

D. **Applicable Hourly Rates.**

Principal Planner or Landscape Architect	\$155.00/hour
Project Planner or Landscape Architect	\$145.00/hour
Senior Designer	\$130.00/hour
Designer	\$115.00/hour
Production Support	\$95.00/hour
Administrative Support	\$75.00/hour

Rates indicated are in effect through December 31, 2022, after which time they may increase in relationship to salary increases.

- E. **Representative.** Consultant's representative for this project will be Fred J. Prazeau, PLA, ASLA.
- F. **Term of Agreement.** Consultant shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the Town, and shall deliver the work during the period of December 2021 to July 2022. The Consultant shall not begin work prior to the date of the notice to proceed. The Town reserves the right to extend the deadline as necessary to serve the project. This Agreement shall be applicable to all assignments authorized by the Town and accepted by the Consultant subsequent to the date of execution and shall be effective as to all assignments.
- G. **Payment Terms.** Consultant shall receive payment for the work performed under this Agreement. The Consultant agrees to submit billings for work to the Town with reasonable expediency. The Town will make prompt payment for such services to the Consultant, typically within thirty (30) calendar days of receipt. If in the event the project is stopped or canceled after written or verbal notice to proceed, the Town also agrees to pay the Consultant for work complete to date.
- H. **Abandonment.** Services may be abandoned by the Town or Consultant by fifteen (15) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the Consultant shall deliver to the Town copies of all data, reports, and drawings completed or partially completed along with a summary of the progress of the work completed within fifteen (15) days of the abandonment. The Consultant shall be compensated for services rendered prior to the effective date of abandonment. The payment as made to the Consultant shall be paid as the final payment in full settlement and release for the services.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Task Order upon the above stated the day and year signed by the last required signatory.

TOWN OF McCORDSVILLE:

CONSULTANT:

By \_\_\_\_\_  
*(signature)*  
 Name Barry Wood  
*(print)*  
 Title Town Council President  
 Date November 9, 2021

By *Alyssa P. Prazeau*  
 Name Alyssa Prazeau  
*(print)*  
 Title Managing Partner  
 Date November 5, 2021

## EXHIBIT A

### SECTION I: PROPOSED SCOPE

The CONSULTANT shall furnish consulting planning services as follows:

**TASK 1 - Staff Coordination:** The CLIENT shall designate a staff member to serve as the official contact for the CONSULTANT. That designated staff contact shall be responsible for communicating with the CONSULTANT, coordinating meetings with the CONSULTANT, sharing information with other staff and public officials and collecting comments from other staff and public officials to share with the CONSULTANT. The CONSULTANT will meet with the designated staff member up to six (6) times to go over proposed updates to the Comprehensive Plan. These working coordination meetings may occur in CLIENT's community, at another location or by telephone if both parties agree and shall be at a date and time mutually agreeable to the CONSULTANT and the designated staff member. At his/her discretion, the designated staff member may invite other local officials or interested citizens to the working coordination meetings.

*The product of this task will be a series of up to six (6) coordination meetings with the designated staff member to review proposed updates to the Comprehensive Plan.*

**TASK 2 - Plan Commission Coordination:** The CLIENT and CONSULTANT shall meet with the Plan Commission to review project goals and timeline. This meeting will occur at a CLIENT's regularly scheduled Plan Commission meeting. At his/her discretion, the designated staff member may invite other local officials or interested citizens to this meeting. The CONSULTANT may be asked to facilitate certain portions of the Plan Commission discussion and/or provide input and professional expertise.

*The product of this task will be (1) coordination meeting with the Plan Commission to review project goals and timeline.*

**TASK 3 – Benchmarking and Strategic Thinking:** The CLIENT and CONSULTANT will jointly collaborate on strategies, draft language, analyze data and trends, brainstorm, and develop concepts to produce goals, and objectives, in conjunction with community input, to create a basis of the Comprehensive Plan update.

**TASK 4: Community Profile Update:** The CONSULTANT may, at the direction of the CLIENT, assist in compiling and analyzing community profile information, including but not limited to population and population trends, age distribution and age trends, race, education, housing and household trends, transportation, employment, income trends, economic development strategies, and other key variables that affect growth and stability of the community. The CONSULTANT will prepare updated graphs, charts, and mapping to support the analysis.

*The product of this task shall be a written list of findings of community trends. The findings shall be shared at one of the staff coordination meetings. This written review may also be shared with CLIENT's appointed and elected officials.*

**TASK 5: Public Input Meeting:** The CONSULTANT shall prepare materials for and facilitate up to two (2) public input meetings, with the purpose of gathering input from the public regarding the proposed Comprehensive Plan Update. The designated staff member shall be responsible for coordinating the meeting location and general logistics of any in-person meeting. One of the two public input meeting may be virtual, in which case the general logistics shall be the responsibility of the CONSULTANT. The CONSULTANT shall prepare a summary of the meeting that will be shared with the designated staff member and included in the final draft of the Comprehensive Plan Update.

*The product of this service shall be a public input meeting for the Comprehensive Plan Update and a summary of the meeting results.*

**TASK 6 - Comprehensive Plan Steering Committee:** The CONSULTANT will meet with a town-appointed Comprehensive Plan steering committee up to six (6) times to go over proposed updates to the Comprehensive Plan. These working meetings shall occur in CLIENT's community at a date and time mutually agreeable to the CONSULTANT and the CLIENT. At his/her discretion, the designated staff member may invite other local officials or interested citizens to the steering committee meetings.

*The product of this service would be a series of up to six (6) steering committee meetings with the designated staff member to review proposed updates to the Comprehensive Plan.*

**TASK 7 - Focus Group Meetings:** The CONSULTANT will conduct up to six (6) meetings with focus groups, with the purpose of gathering specific input for the Comprehensive Plan Update. These focus group meetings shall occur in CLIENT's community at a date and time mutually agreeable to the CONSULTANT and the CLIENT. The designated staff member shall be responsible for inviting local participants to the focus group meetings.

*The product of this service would be a series of up to six (6) meetings with focus groups to gather input for the Comprehensive Plan Update.*

**TASK 8: Production and Review of Draft Plan; Production of Final Plan:** The CONSULTANT shall assist in the preparation of the certain content of the draft of the Comprehensive Plan update at the direction of the CLIENT, and provide graphics, imagery, and layout design for the document. The designated staff member shall be responsible for sharing this draft with other appropriate staff and elected officials, then collecting comments from stakeholders into a consolidated set of revisions for the draft Comprehensive Plan. This set of revisions shall be shared with the CONSULTANT to inform refinements and improvements to the relevant documents.

*The product of this task shall be a final draft of the Comprehensive Plan Update.*

**TASK 9: Comprehensive Plan Adoption Process:** The CONSULTANT shall assist with the Comprehensive Plan adoption process. Specifically, the CONSULTANT shall assist with the following:

- a. Plan Commission Public Hearing and Certification:** Attend the Plan Commission public hearing and may be asked to make a presentation on the proposed Comprehensive Plan
- b. Comprehensive Plan Adoption:** Attend the legislative body's meeting and may be asked facilitate a presentation on the proposed Comprehensive Plan.

*The product of this task shall be legal adoption of the Comprehensive Plan and UDO Updates.*

*--remainder of page intentionally blank--*

## **SECTION II: PROVISION OF SUPPLEMENTAL SERVICES AVAILABLE AT CLIENT'S DISCRETION**

The following additional services may be added at an additional fee and on a schedule agreed to by the CONSULTANT and the CLIENT.

**ADDITIONAL SERVICE 3 - Online Survey:** The CONSULTANT will prepare an online community survey with the purpose of gathering specific input for Comprehensive Plan Update. The survey questions will be approved by the designated staff member. The designated staff member shall be responsible for advertising the online survey and inviting local participants to participate in the survey. The CONSULTANT will prepare a summary of the survey results.

*The product of this service would be an online survey and a summary of all survey results. The survey would be used as a public input component for the Comprehensive Plan Update.*