

# Milford Downtown District Design Guidelines Project

## Terms and Conditions

**Services Provided.** The Kleingers Group, Inc., hereinafter referred to as the "Consultant", agrees to perform the professional services outlined in the attached Exhibit A "Scope of Work" for the City of Milford, Ohio, hereinafter referred to as the "Client."

**Compensation.** Based upon the attached Scope of Work, Client agrees to pay Consultant Nine Thousand Nine Hundred Fifty Dollars (\$9,850.00) as stated in the attached Exhibit "A" "Scope of Work" and further being referenced on City of Milford Purchase Order # \_\_\_\_\_, Client will be invoiced each month for any work performed during the period. The invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past 30 days every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

**Standard of Care.** Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable planning and zoning professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**Additional Services.** Any requested changes beyond the initial Scope of Work made by Client will be considered extra work and may negatively impact the stated project timeline. Consultant will notify Client in writing of any changes to the Scope of Work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

**Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

**Termination of Contract.** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Work or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;



## Project Scope of Work / Schedule

### Late February 2018

Consultant Due Diligence: B-2 Zoning District Zoning Text Audit

- Consultant to review the existing B-2 (Downtown Mixed Use) district and the B-2 (Old Mill Overlay District) zoning code chapters and perform a zoning text audit. The audit memo will identify specific text items to 1) retain, 2) retain with edits, 3) remove in their entirety; and 4) identify opportunities for new guidelines / standards.

### Project Team Meeting #1

- Review scope of work, project schedule and discuss approach for the Historic Milford Association input session. Discuss initial areas of need prior to beginning the B-2 district zoning text audit.

### March 2018

Historic Milford Association Input Session

- Facilitate a meeting with the Historic Milford Association to brainstorm and discuss topics and issues that should be considered to be included in the B-2 district update as it relates to building and site design guidelines. Consultant will use a power point presentation to provide context for the specific design guideline issues and opportunities. If desired, Consultant can provide the HMA with the B-2 zoning text audit prior to this presentation.

### Project Team Meeting #2

- Discuss B-2 zoning text audit and begin identifying key areas to be considered for edits. Discuss and finalize the approach for the Planning Commission presentation.

### Late March / Early April 2018

Planning Commission Input Session

- Facilitate a meeting with the Planning Commission to brainstorm and discuss topics and issues that should be considered to be included in the B-2 district update as it relates to building and site design guidelines. Consultant will use a power point presentation to provide context for the specific design guidelines issues and opportunities. Consultant will provide the Planning Commission with the B-2 zoning text audit prior to this presentation.

### April 2018

Project Team Meeting #3

- Recap the feedback received from the HMA and Planning Commission input sessions. After this staff update meeting, Consultant will begin drafting the zoning text edits and creation / acquisition of illustrative zoning images. Discuss any details and approaches on proposed building and site design guidelines.

### April / May 2018

Project Team Meeting #4

- Review a first draft of the proposed B-2 district text and images. Discuss approach to the Planning Commission presentation. Consultant will make edits as discussed and resubmit a revised B-2 district chapter and associated images.

Optional Scope Items:

- The fee above includes the use of illustrative photos to convey certain design guidelines. In addition to these illustrative photos, if 3D perspective renderings are desired they can be created based on the following add-on fee schedule below. Most of the fee incurred with the creation of these 3D renderings involves creating the base 3D model. Once that base model is created, the more shots that are used of the same base, the less time is needed in creating those additional 3D views.

1 – 3 3D Perspective Images = \$650 per image

4 – 6 3D Perspective Images = \$500 per image

7 or more 3D Perspective Images = \$400 per image

3D Perspective Renderings would be similar to these images below in style and level of detail.

