

WORK AUTHORIZATION

Date: 07.06.21 Client: O'Fallon, IL
Project Name: Visual Preference Survey Client Contact: Ted Shekell, AICP
Project Number: PLN
Principal: Bill Burke

Project Description:

Professional planning services to conduct a Visual Preference Survey for the City of O'Fallon, IL

Scope of Services:

The Visual Preference Survey will be a highly structured and carefully facilitated process. The goal is to identify the physical characteristics that contribute to quality residential design, as determined by the community or selected stakeholders. The Consultant Team will develop a survey that will include a variety of images depicting various housing types, residential design components and master planning techniques. A visual preference survey(s) will then be conducted by the Consultant Team at a location to be determined by the City. A summary of the survey will be prepared following the survey(s). The summary will provide a ranking of the specific residential design features and master planning elements and provide recommended design regulations. More specifically, the visual preference survey (VPS) will consist of three main tasks as follows:

Task I: Collect images, prepare power-point and survey materials

Under Task I, we will collect the necessary visual preference images and develop the actual survey and participant worksheets. We will utilize images provided by the City along with other photographs we have collected that provide examples of local and regional residential design elements. The Neighborhood Character component of the survey will utilize state-of-the-practice examples of subdivision design and master planning to illustrate traditional neighborhood design (AKA New Urbanism), conventional versus planned subdivision design and the location and design of open spaces.

This task may include a site visit, as needed, to local residential developments to ensure the VPS includes a sampling of familiar development types and designs. The images will address the topics listed below.

- **Housing types**
 - Single-family
 - Townhouses/ Villas
- **Residential Design**
 - Front porches / entryways
 - Entryway, window and garage orientation
 - Windows
 - Roofs, eaves
 - Exterior building materials and colors
 - Edge conditions/ landscaping

City of O’Fallon, IL

Professional Planning Qualifications – Visual Preference Survey

- **Neighborhood Character**
 - Subdivision layout/ density diagrams
 - Street character/ cul-da-sacs/ Sidewalk
 - Anti-monotony
 - Design continuity and spatial relationships
 - Bulk, density and lot standards
 - Identity elements/ entryways
 - Open space and common Areas

Once all the necessary images have been collected, the Consultant Team will develop the VPS utilizing Power-Point. The format of the survey will be developed by the Consultant, with input and collaboration provided by the client. The participant worksheets will be developed and utilized to obtain an overall ranking, or “visual preference” of all the images and comments regarding specific architectural and master planning issues. The survey will be developed in a format that allows the City to post the Visual Preference Survey on the City’s website.

Task II: Conducting the Survey

The City is responsible for hosting the event, providing notice and inviting individuals to participate. The Consultant Team will assist in setting up the seating arrangement and bring all the necessary material to conduct the survey, including a sign-in sheet to document the names and number of people that show up for the event. A brief overview of the latest trends in retail design and the visual preference survey intent and process will be provided. As part of the survey, images will be shown to the participants followed by a brief description of each image by the Consultant Team. The participants will rank their visual preference for each image on scale of 1-5, 5 being the most preferred and 1 being the least preferred. Participants will also provide comments for each image describing specifically what they like and dislike about the various residential designs. The survey worksheets will be collected by the consultants at the end of the survey.

The Consultant Team will facilitate two (2) Visual Preference Survey workshops. The first workshop will be directed towards the City’s elected and appointed officials. The second workshop will be open to the general public.

Task III: Visual Preference Summary and Zoning Regulations

A summary will be prepared to quantitatively analyze the participant’s visual preference for the various residential designs and master planning techniques. The final report will include a summary of the comments provided by all participants. The comments will provide detailed information regarding residential design, subdivision master planning and the allocation of open space. This information will help identify the specific design elements that need to be regulated in the City’s residential design standards. The final report will include a ranking of each of the images and a summary of the most preferred and least preferred design elements.

Residential design standards will be proposed based on the findings of the survey and our understanding of the development trends within the City of O’Fallon, IL and the greater St. Louis Metropolitan area. The regulations will address the topics listed in the Task I and include annotated graphics. The final deliverable will be the proposed “City of O’Fallon, IL Residential Design Standards”

City of O'Fallon, IL

Professional Planning Qualifications – Visual Preference Survey

in a format and syntax that is compatible with the City's current Zoning Code. A Residential Matrix will also be developed to present the regulations in a concise, easily understood format.

Compensation:

The above listed scope of work and deliverables will be provided for a lump sum fee of Thirteen Thousand Five Hundred Fifty Dollars (\$13,550.00) including reimbursable expenses as outlined in the scope of work. The break-down of the estimated cost for each of the Tasks described above is as follows:

Task	Fee
Task-I	\$ 4,000.00
Task-II	\$ 3,500.00
Task-III	\$ 5,700.00
Misc. Direct Costs	\$ 350.00
Total	\$ 13,550.00

Schedule:

The Consultant Team will complete the above scope of services within three (3) months. The development of the survey will start immediately after project commencement with the first workshop scheduled roughly one (1) month after project commencement. The visual preference survey summary will be submitted 3 weeks following the work session. The first draft of the proposed design standards will be submitted in the beginning of month 3. The remainder of the schedule will consist of a collaborative effort between the City and the consultant team reviewing the proposed design regulations and making the final edits.

The scope of work and terms and conditions as outlined in this Work Authorization are satisfactory and are hereby accepted. ARCTURIS may proceed with the work, and payment will be made as set forth herein.

Agreed to by:

ARCTURIS DATE

CLIENT DATE

CLIENT'S TITLE

ARCTURIS' Standard Hourly Billing Rates:

Principal: \$150.00
Senior Project Leader \$120.00
Project Leader \$105.00
Planner II: \$75.00
Planner I: \$65.00
Administrative Support: \$50.00
Rates are subject to review at the end of each ARCTURIS fiscal year.

City of O'Fallon, IL

Professional Planning Qualifications – Visual Preference Survey

TERMS AND CONDITIONS OF AGREEMENT

Fee Guarantee

Arcturis reserves the right to review the fee in this Agreement, and revise same, if no action has been taken by Client to implement the project 45 days after the date of this Agreement. Arcturis also reserves the right to review the compensation rates annually.

Project Commencement

Project work commences when Arcturis receives Client's written authorization.

Invoices

Client will receive an invoice every month for services performed during the previous month or as established in the payment schedule. Payment is due upon receipt. Interest will be added 30 days after the invoice date, at the maximum rate allowed by law. Arcturis has the right to suspend work, without breach of contract, if Client's account is past due.

Reimbursable Expenses

Expenses will be billed on the following: transportation and living expenses; long distance communications; facsimile services; reproduction of project documents; postage and delivery; photography, including processing; outside consultants and specialized services; additional insurance that Client requests; renderings and models; computer discs.

Change of Scope

This is work beyond what is agreed to, including revisions due to Client's adjustments in the scope, budget, or quality of the project. Arcturis will issue a Change of Scope form documenting the change and its effect on the fee and schedule.

Project Suspension and Project Delays

If the project is delayed as a result of delays in the Client's review process, time expenditures occurring beyond the original project completion date will be charged at standard hourly rates, current at that time, or at a fixed fee. If Client puts the project on hold for more than 30 days, Arcturis reserves the right to renegotiate the balance of its fee to reflect current personnel expenses. A restart fee will also be charged at a rate of between \$500.00 - \$1,000.00 to cover administrative and personnel rescheduling costs.

Arcturis Insurance

Arcturis is protected by Workman's Compensation, Professional Liability and General Liability Insurance. Insurance verification is available upon request. If Client requires additional coverage, Client will reimburse Arcturis for increased premiums. Arcturis will not be responsible for any loss, damage or liability arising from Client's negligent acts, errors and omissions; or those by Client's consultants, contractors and agents; or from those of any person for whose conduct Arcturis is not legally responsible.

Indemnification

To the fullest extent permitted by law, the Client shall indemnify and hold harmless Arcturis and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Client or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

Agreement Termination

This Agreement may be terminated upon seven days written notice by either party if the other party fails to perform by the terms and conditions stated in this document. In the event of either termination or project suspension, Client will pay Arcturis for services performed and reimbursable incurred to date.

Asbestos and Hazardous Waste

Arcturis does not perform services related to the identification, containment or removal of asbestos or hazardous waste, nor will it assume liability for any damages or costs related to these materials.

Publicity

Client agrees to credit Arcturis by name and title in all publicity involving the project. Arcturis will publicly reveal project information only with Client's prior approval.

Successors and Assigns

Client and Arcturis agree respectively to bind themselves, their successors and their assigns to the terms of this Agreement.

Ownership of Documents

All drawings, sketches, reports, computer discs and documents which Arcturis prepares as instruments of service shall remain its property. Client agrees that all work which Arcturis furnishes, which is not paid for, will be returned and will not be used for any purpose.

Employees

The Client agrees that it will not solicit or hire, directly or indirectly, any employee of Arcturis, without the prior written approval of Arcturis.

Choice of Law

This Agreement shall be governed by the laws of the State of Illinois, including Choice of Law.

"NOTICE TO OWNER"

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.