STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM  

CONTRACT FOR PARK  
PLANNING SERVICES

This Contract made this _____ day of __________, 2016, by and between AECOM SERVICES OF NC, INC. of 701 Corporate Center Drive, Suite 475, Raleigh, NC 27607, hereinafter called the Contractor, and the TOWN OF PITTSBORO, P.O. Box 759, Pittsboro, Chatham County, North Carolina, 27312, hereinafter called the Town.

WITNESSETH,

WHEREAS, the Contractor and the Town, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services, and perform and complete all work required in accordance with the Scope of Work attached as EXHIBIT B, including any Addenda thereto hereby made a part of this contract as if attached hereto. Notwithstanding any other term or condition in this Agreement or any document incorporated herein, Contractor agrees to perform, as its exclusive standard and in lieu of any other warranty and representation, the services in accordance with the degree of care and skill ordinarily exercised under similar conditions by members of Company’s profession practicing in the same field at the same time or similar locality. Additionally, to the extent that the terms “ensure,” “assure,” “covenant,” “warrant,” “certify” and the like appear in this Agreement or any attachment hereto, these terms shall mean providing services in compliance with the Standard of Care, which shall be the sole standard applicable to Company’s services.

ARTICLE 2 – Compensation. The Town will compensate the Contractor for the Scope of Work completed in an amount not to exceed $82,144.00 in accordance with the schedule of Project Compensation attached hereto.

ARTICLE 3 - Method of Payment. Payment to the Contractor for services rendered under the Scope of Work will be made by the Town periodically based on milestones completed and deliverables furnished during the preceding period, but not less frequently than quarterly. In all instances such payments shall be supported by a suitable invoice. This payment shall constitute complete compensation to Contractor for all direct labor, subcontract labor, payroll burden, general and administrative overhead, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work. The Town shall pay all undisputed portions of the Contractor’s invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and the Contractor may suspend the services pending receipt of such payments. This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Contractor has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of amendments of this
agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

ARTICLE 4. Terms and Conditions. Both parties covenant and agree that the Terms and Conditions attached hereto as Exhibit A shall apply to this Contract and the provision of services by Contractor hereunder.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in multiple original copies on the day and year first above written.

CONTRACTOR
AECOM Services of NC, Inc.

By: ______________________________

Title: _____________________________

701 Corporate Center Dr., Ste. 475
Raleigh, NC 27607

TOWN OF PITTSBORO

By: ______________________________

Bryan Gruesbeck
Town Manager
P O Box 759
Pittsboro, NC 27312

APPROVAL BY FINANCE OFFICER

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

_____________________________ Date: _____________________

EXHIBIT A
1. **Termination of Contract for Cause.** If, through any cause, the *Contractor* shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the *Contractor* shall violate any of the covenants, agreements, or stipulations of this Contract, the *Town* shall thereupon have the right to terminate this Contract by giving written notice to the *Contractor* of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the *Contractor* under this Contract shall, at the option of the *Town*, become its property and the *Contractor* shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Any reuse of Contractor prepared documents, except for the specific purpose intended hereunder, will be at the Town’s sole risk and without liability or legal exposure to Contractor or its subcontractors. Notwithstanding the above, the *Contractor* shall not be relieved of liability to the *Town* for damages sustained by the *Town* by virtue of any breach of the Contract by the *Contractor*, and the *Town* may withhold any payments to the *Contractor* for the purpose of set-off until such time as the exact amount of damages due the *Town* from the *Contractor* is determined.

2. **Termination for Convenience of the Town.** The *Town* may terminate this Contract at any time by giving at least ten (10) days’ notice in writing to the *Contractor*. If the Contract is terminated by the *Town* as provided herein, the *Contractor* will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the *Contractor*, Paragraph 1 hereof relative to termination shall apply.

3. **Changes.** The *Town* may, from time to time, request changes in the scope of the services of the *Contractor* to be performed hereunder. Such changes, including any increase or decrease in the amount of the *Contractor*’s compensation, which are mutually agreed upon by and between the *Town* and the *Contractor*, shall be incorporated in written amendments to this Contract.

4. **Personnel.**
   a. The *Contractor* represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the *Town*.
   b. All of the services required hereunder will be performed by the *Contractor* or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the *Town*. Any work or
services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Town thereto.

6. Reports and Information. The Contractor, at such times and in such forms as the Town may require, shall furnish the Town such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Town to assure proper accounting for all project funds. These records will be made available for audit purposes to the Town or any authorized representative upon written notice to the Contractor, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Town.

8. Findings Confidential. All of the reports, information, date, etc. prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Town.

9. Copyright. All Deliverables set forth in Exhibit B shall become the property of the Town upon delivery. The Contractor shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement. Notwithstanding the above, but subject to the public record laws of the State of North Carolina, Contractor’s proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, software and other instruments of service belonging to or licensed by Contractor and used to develop the work product (“AECOM Data”), shall remain the sole property of the Contractor. To the extent the Deliverables contain or require the use of AECOM Data, the Contractor hereby grants to Town, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall hold the Town harmless from damages for bodily injury or property damage to the extent caused by Contractor’s negligence or willful misconduct.
11. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.

12. Interest of Members of a Town. No member of the governing body of the Town and no other officer, employee, or agent of the Town, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

14. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
EXHIBIT B

SCOPE OF WORK

Town of Pittsboro
Comprehensive Parks and Recreation Master Plan

Phase I – Existing System Analysis

1.1 **Kick-off Meeting** - AECOM will conduct a ½ day kick-off/orientation meeting with the Project Team (Town Staff) and Steering Committee members to review and discuss:

- Project scope and schedule
- Roles and expectations
- Needs, priorities, obstacles, opportunities and implementation
- Department mission alignment
- Public involvement techniques and coordination
- Website materials
- Final document format

Town staff will be responsible for meeting logistics such as facility arrangements and meeting invites.

1.2 **Public Involvement Website and Social Media Outreach** – AECOM and Cityzen will create, and actively manage, a mobile-responsive website for the project in collaboration with Town staff. The website will include discussion topics, polls, project schedule and public event information, as well as digital postings of interim and final work products for public review. The site will be hosted for up to eight (8) months with additional months optional as an additional service. The project site will be synced with the Town’s social media accounts, including Facebook, to maximize public outreach already harnessed by the Town.

Cityzen utilizes powerful geo-targeted messaging that allows for online ad buys in strategic neighborhoods to increase participation rates at various stages of the project. Ad buys for up to 10,000 impressions have been included in the project and are to be coordinated with public outreach events throughout the project. Additional ad buys or additional duration of the website can be provided as an additional service.

1.3 **Existing Document and Data Review** – AECOM will review and summarize implications of Town adopted initiatives, plans or studies, Chatham County guiding documents and regional initiatives. Task will include preparation of a Town base map for use throughout the project.
1.4 Parks, Facilities and Trails Inventory Summary and Quality Evaluation – AECOM will complete a quality evaluation, with Town staff and stakeholders, each of the Town’s existing parks. An evaluation form will be developed with Town staff prior to the evaluation. Following the evaluation of each park, the team will prepare a memorandum summarizing the findings from the evaluation, including deficiencies in quantity and type of facilities, and opportunities and recommendations for system improvements.

1.5 Existing System Analysis Summary – AECOM will compile the findings from the tasks outlined above into a draft Existing System Analysis Summary document, including:

- Project Overview
- Base Map of Existing System
- Summary of Existing System, including Site, Facilities and Trails

Part I Deliverables – As a result of these tasks, the following deliverables shall produce:
- Kick off Meeting notes (1.1)
- Base Map (1.3)
- Park, Facility and Trail Summary (1.4)
- Existing Conditions Analysis Summary (as outlined in task 1.5)

Phase II – Needs and Priorities Assessment

2.1 Public Workshops and Stakeholder Interviews – AECOM will facilitate a series of four (4) focus group workshops as well as up to eight (8) stakeholder interviews. In addition, a public open house and park symposium shall be held to gather general public input and information the public of project goals, park and recreation trends and aligned educational elements of park and recreation planning.

2.2 Online Engagement - AECOM and Cityzen will update the project website to include additional information, topics and polls focused on aspects of the needs and priorities phase of the project. First round of online ad buys will be coordinated with the schedule in advance of Task 2.1.

2.3 Statistically Valid Public Survey - AECOM will work with the Town to develop a statistically valid mail/ telephone survey focusing on the parks, facility and trail needs, usage and priorities of residents. AECOM and ETC Institute will detail the methodology of the survey and work with the Town in the development of the questions. A draft survey instrument of the statistically valid survey will be provided to the Town for review prior to administration of the survey and may not exceed ten (10) minutes in length as administer via phone or approximately 4-5 pages.
Techniques utilized for administration of survey will include mail, telephone and website. The statistically valid survey will have a minimum guaranteed sample size of 300 with a level of confidence of 95% and margin of error of ±5.7%.

ETC Institute will provide a cross-tabulations analysis of final survey results for segments of the population to include: age, household income, gender and race. Results will help identify socio-economic indicators in provision of services by usage, perceived benefits, needs, desires, and importance of facilities and/or programs. ETC Institute will present the survey and crosstabulations results via internet (Webinar, GoToMeeting, etc.) one time. The Town is responsible for presentation invites.

2.4 **Online Survey** – AECOM will conduct a web-based survey (via Survey Monkey). Though not statistically valid itself, an on-line survey will help to identify and verify trends within the Town for usage, importance, barriers to use, communications, funding, priorities and demographics.

2.5 **Benchmarking/ Comparison of Parks and Recreation Resources** – AECOM will benchmark/ compare the parks and recreation resources of the Town with similar municipal departments (up to five communities) in regards to number of parks per capita, park facilities, open space, recreation/sports facilities per capita, recreation/sports programs and services, usage, square footage of facilities maintained, overall budgets and staffing levels for current and future conditions. AECOM will also research up to five (5) communities that serve as aspirational and/or inspirational peers to the Town of Pittsboro and review preliminary quality of park and recreation facilities for peer communities.

2.6 **Standards and Trends Analysis** – AECOM will conduct a review and analysis of state park and recreation standards and baselines as part of a facilities level of service analysis to include the following sources: North Carolina State Comprehensive Outdoor Recreation Plan. AECOM will also review growth projections and demographic characteristics from the Town, Chatham County and the State of North Carolina to identify trends in park and recreation needs. AECOM will summarize findings in a memorandum to include quantitative goals for facilities and trails.

2.7 **Service Area Analysis** – AECOM will conduct a half (1/2) day service area workshop with Town parks and recreation staff to determine appropriate parks and recreation public access standards. Upon completion of the workshop, AECOM will conduct a GIS-based service areas analysis for each type of existing park and/or recreation facility in the Town. AECOM will complete an acreage Level of Service (LOS) and summarize information in a composite LOS index to include acreage, facility, quality and access level of service.
2.8 Needs and Priorities Analysis Summary - Based on the tasks outlined above, AECOM will summarize recommendations from citizens based on the public survey, focus group workshops, stakeholder interviews, and analysis of data. This information, along with the results of the survey in task 2.2, will provide the basis for determining the priority for parks, facilities and trails development needs of the Town.

2.9 Town Commission Work Session – AECOM, in coordination with the direction of the Parks and Recreation Department, will facilitate a presentation and work session to review interim findings of the Existing Conditions and Needs and Priorities Assessment with the Town Commission and Steering Committee. This ‘check-in’ and work session will ensure the project team is on firm basis before launching to the next phase of the project.

Part II Deliverables – As a result of these tasks, the following deliverables shall produce:
- Summaries notes of each Public Focus Group Workshop (2.1)
- Stakeholder Interview notes (2.1)
- Online ad buys for Public Engagement Website (2.2)
- Statistically valid survey results/final report (2.3)
- Statistically valid survey crosstabulations (2.3)
- On-line survey results (2.4)
- Benchmarking/ Comparison Summary (2.5)
- Standards and Trends Analysis Summary (2.6)
- Service Area Analysis Maps (2.7)
- Needs and Priorities Analysis Summary and PowerPoint (as outlined in task 2.7), revised one (1) time
- Town Commission Work Session presentation (2.9)

Phase III – Long Range Vision

3.1 Online Engagement - AECOM and Cityzen will update the project website to include additional information, topics and polls focused on aspects of the Visioning phase of the project. Second round of online ad buys will be coordinated with the schedule in advance of Task 3.1.

3.2 Visioning Workshop – AECOM will facilitate a two (2) day Visioning Workshop with Town Staff and/or other stakeholders to develop a long range vision for the Town’s parks and recreation system. A preliminary agenda for the workshop includes:

- Presentation of the Needs and Priorities Analysis findings;
- Discussion of alternative “responses” to needs and priorities, including alternative roles for the Town as provider, partner and/or facilitator;
• Development of Goals, Policies and Objectives;
• Identification of key “sub-systems” for further planning and development, including guiding principles and planning criteria;
• Development of preliminary subsystem visions;
• Discussion of community acceptable Level of Service standards; and
• Conceptual master plans for each of the Town’s existing parks and greenways.

A final Conceptual Vision Base Map will be provided which identifies locations of proposed elements based on results of the Visioning Workshop. AECOM will prepare a series of illustrative plans for existing parks and facilities which reinforce town-wide themes identified during the Needs and Priorities Assessment as well as the Visioning Workshop.

3.3 **Order of Magnitude Estimate of Probable Construction Costs** – AECOM will prepare an “order-of-magnitude” opinion of probable construction costs (in Excel) to implement each of the parks and/or other improvements shown on the Conceptual Parks System Vision Map, including:

• Land Acquisition (based on costs/acre provided by the Town)
• Park/Facility Development (based on comparable facilities)
• Operations and Maintenance for existing and proposed system (based on data provided by the Town and through benchmark comparables)

*Part III Deliverables – As a result of these tasks, the following deliverables shall produce:*

- Online ad buys for Public Engagement Website (3.1)
- Visioning Workshop Meeting notes (3.2)
- Goals, Objectives and Policies (3.2)
- Conceptual Parks System Vision Map (3.2)
- Estimate of Probable Costs (3.3)

**Phase IV – Implementation Plan**

4.1 **Implementation Workshop** – AECOM will conduct a one-day Implementation Workshop with Town staff to review a Cost statement, and to discuss various Implementation Strategies for the Parks and Recreation System Plan, including both public and private initiatives. A preliminary agenda for the workshop may include:

• Review of the vision and estimate of costs
• Review of the needs and priorities summary
• Review of funding projections
• Determination of top spending priorities
- Development of funding, phasing strategies for 1, 5, 10+ year periods for existing and proposed system

4.2 **Online Engagement** - AECOM and Cityzen will update the project website to include additional information, topics and polls focused on aspects of the Implementation phase of the project. Postings will focus on public input regarding questions, comments or polls associated with topics from the Implementation Workshop, Task 4.1.

4.3 **Capital Improvement Strategies and Action Plan** – AECOM will develop a Capital Improvement and Action Plan to include issues, strategies, priorities and analysis for budget support and funding mechanisms for the parks system, open space, and recreation/sports facilities. The action plan may include, but not be limited to the following:

   a) A prioritized list of future projects based on established goals and community input for the establishment of a parks and recreation Capital Improvement Program (CIP) including suggested timelines;
   b) Identification of park land including possible new park sites to meet future recreation and open space needs and potential acquisition strategies;
   c) General standards of development for parks and recreation facilities;
   d) Grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines;
   e) Recommendations for policies and updates to Town’s UDO for implementation of Master Plan.

*Part IV Deliverables – As a result of these tasks, the following deliverables shall produce:*

- Implementation Workshop minutes (4.1)
- Capital Improvement Strategies and Action Plan (4.3)

**Phase V – Comprehensive Parks and Recreation Master Plan Document**

5.1 **Develop Draft Parks and Recreation Master Plan Document** – AECOM will compile an interim document consisting of Parts I – IV (outlined above) into a draft Parks and Recreation Master Plan Document that includes the following:

- Executive Summary
- Existing System Analysis (Part I)
- Needs and Priorities Assessment (Part II)
- Long Range Vision (Part III)
- Implementation Plan (Part IV)
5.2 **Online Engagement** - AECOM and Cityzen will update the project website to include additional information, topics and polls focused on review and public comment of the full draft Master Plan document. Third round of online ad buys will be coordinated with the schedule in advance of Task 5.3.

5.3 **Draft Master Plan Public Open House and Advisory Board Presentation** – AECOM will facilitate of one (1) open house to gain public input on draft system plan recommendations. In addition, AECOM will present a PowerPoint presentation of key recommendations to the Town’s Parks and Recreation Advisory Board to gain approval of the plan. Steering Committee members will be invites by the Town to participate in the draft Master Plan review.

5.4 **Public Hearing** – AECOM will prepare presentation material (PowerPoint Presentation) for presentation to the Town of Pittsboro Board of Commissioners and the public. Upon approval, acceptance or adoption of the plan, AECOM will provide a final digital copy of the Master Plan document in PDF and MS Word format and up to ten (10) printed copies. In addition, AECOM will provide a one-page summary handout for the project in digital format for printing. Project files, data and research results will be provided to the Town in digital format for the Town’s records.

**Part V Deliverables** – As a result of these tasks, the following deliverables shall produce:
- One (1) digital and Two (2) printed copies of the draft Parks and Recreation Master Plan Document (5.1)
- Draft PowerPoint Presentation (5.1)
- One (1) digital Revised Draft Parks and Recreation System Plan document and PPT (5.1)
- Online ad buys for Public Engagement Website (5.2)
- Open House Notes (5.3)
- One digital (1) color copy and ten (10) color printed copy of the final Parks and Recreation System Plan Document (5.4)
**Additional Scope Parameters:**

**PARTF Standards**

The final plan will meet or exceed minimum standards to receive full points for PARTF grant scoring metrics in regards to:

- Standards for a Comprehensive Systemwide Plan for Parks and Recreation. (described on page 30, section 4 of **PARTF Scoring System for Grants**)
- Standards for a “3-5 year capital improvement plan for parks and recreation,” as described on page 23 or the scoring matrix of **PARTF Scoring System for Grants**.


**CAPRA Standards**

The final plan will meet or exceed minimum standards for CAPRA accreditation regarding Park and Recreation System Master Plans, as described on page 12, section 2.4 of the Commission for Accreditation of Park and Recreation Agencies, National Accreditation Standards (2015 or latest edition) as described below:

2.4 - Park and Recreation System Master Plan Standard:

The agency shall have a comprehensive park and recreation system plan that provides recommendations for provision of facilities, programs and services; parkland acquisition and development; maintenance and operations; and administration and management. The plan shall be officially adopted by the policy-making body, updated periodically and linked with a capital improvement budget and a phased development program. The system master plan shall implement policies adopted in the comprehensive plan for the jurisdiction. Interested and affected agencies, organizations, and groups shall be engaged in the planning process.

Suggested Evidence of Compliance: Provide the current plan with documentation of official approval; describe update process; and describe a phased implementation program with linkage to the agency's capital improvement budget. The system master plan shall include:

- a. Agency mission (1.4);
- b. Agency objectives (1.4.1);
- c. Recreation and leisure trends analysis (10.5.1);
- d. Needs assessment (10.4);
- e. Community inventory (10.5.2); and
- f. Level of service standards (10.3.1).

Informational reference in the Management of Park and Recreation Agencies, (2010), 3rd Ed., Chapter 7 – Planning for Strategic Management, p. 120.

Compensation: A Lump Sum (L.S.) amount of compensation to be paid the CONTRACTOR should be established and set forth below for each PHASE described and authorized in Exhibit A.

**PROJECT Compensation - Town of Pittsboro - Comprehensive PRMP**

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<th>Phase</th>
<th>Activity</th>
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