

This is **EXHIBIT A**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services** dated [May 6, 2024].

Consultant's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Planning Phase

A. Consultant shall, in accordance with Locally Adopted Rules and Regulations:

1. Subdivision Review.
2. Site Plan Review.
3. Conditional or Special Review Permits.
4. Variance Requests.
5. Zoning Reviews.
6. Floodplain Review.
7. Other Planning Related Items as deemed appropriate by the Governing Body.
8. Prepare Staff Reports and Recommendations to the Planning Board, Zoning Commission, and Governing Body.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Consultant shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of Subdivision Regulations.
 2. Preparation of Zoning Regulations.
 3. Preparation of Floodplain Regulations or Maps.
 4. Revisions or Amendments to Growth policy
 5. Preparation of 'City Owned Lands' Study and Report. **Not To Exceed \$36,500.**
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

7. Services required as a result of Owner’s providing incomplete or incorrect Project information to Consultant.
8. Providing renderings or models for Owner’s use, including services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies.
10. Furnishing services of other Consultants for other than Basic Services.
11. Services during out-of-town travel required of Consultant, other than for visits to the Site or Owner’s office as required in Basic Services (Part 1 of Exhibit A).
12. Assistance to Owner in training Owner’s staff.
13. Assistance to Owner in developing systems and procedures for (a) applications for conformance permits, conditional uses, variances and planned unit developments, and (b) related recordkeeping.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
15. Overtime work requiring higher than regular rates.
16. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
17. Other additional services performed or furnished by Consultant not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner’s Written Authorization*

- A. Consultant shall advise Owner that Consultant is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Owner. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with reviews associated with Administration of Subdivision Regulations, Zoning Regulations, and Floodplain Regulations adopted by Owner.

Hourly Rate Schedule

Peaks Planning LLC

The below standard hourly rates are subject to review and adjustment annually as of June 30, 2025. Hourly rates for services effective July 1, 2024.

Principal Planner/Owner _____ \$165.00

Project Assistant _____ \$75.00

Sub-Consultant _____ Actual Cost Plus 15%