



Agreement – Tyrone Focused Zoning Updates

July 31, 2024

TSW (the Consultant) agrees to provide the Town of Tyrone (the Client) the following professional services associated with updates to zoning regulations in Tyrone, Georgia (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

1. SERVICES

The Consultant will provide the following services:

Task 1: Confirming Direction

- A. Review the Town center district overlay, the Town center mixed-use district (TCMU), Community commercial district (C-1), Community mixed-use district (CMU), and general citywide zoning & subdivision standards.
- B. Review project objectives, to be provided by the Client. Currently identified objectives include:
 - i. Explore appropriate housing types and their densities;
 - ii. Explore density bonuses, including those items that could qualify for them;
 - iii. Explore architectural and development standards, including building styles;
 - iv. Explore review procedures; and
 - v. Identify other code amendments that needed to support the project objectives.
- C. Develop a potential code update matrix to address project objectives. This should include alternatives and their advantages and disadvantages.
- D. Review the potential code updates matrix with Town staff. Revise, as needed.
- E. Facilitate a workup to three work sessions or individual meetings with the Mayor and Council to discuss the code update matrix and other policy objectives.
- F. Finalize recommended code updates based on the guidance provided by Town staff, the Mayor, and Council.

Task 2: Codification

- G. Prepare draft zoning amendments.
- H. Review the potential code updates with Town staff, then revise, as needed.
- I. Begin the official adoption process. Revise, as needed.

2. EXCLUSIONS

The Consultant will not be responsible for the following services:

- A. Legal review of any zoning amendments.
- B. Final adoption ordinances, although TSW will provide samples, if needed.
- C. Attending adoption meetings.
- D. Other professional services not identified in SERVICES above.

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the SERVICES above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see SCHEDULE), make changes to the SERVICES and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the SERVICES, an equitable adjustment will be made in FEES, or in the SCHEDULE, or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

4. SCHEDULE

There is no schedule associated with this Agreement. The schedule for individual services shall be as mutually agreed upon by the Consultant and the Client.

5. FEES

TSW agrees to provide services included in this AGREEMENT for an amount not exceeding TWELVE THOUSAND DOLLARS (\$12,000). Fees will be billed on an hourly basis

as accrued. Fees include all subcontractors, as needed, and direct/indirect expenses. Hourly rates are set forth in Attachment A, which is hereby incorporated by reference.

6. ADDITIONAL SERVICES

Work will be completed based on the SCHEDULE section above. Changes in Client input or direction, excessive changes, or major deviation from the SCHEDULE may be cause for additional services. Any service that the Client requests that is not specified in SERVICES above will be considered an additional service. Such work requires written approval, an amendment to this AGREEMENT, and additional fees.

7. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the SERVICES to ensure quality and on-time completion.

8. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See COPYRIGHTS below.

9. COPYRIGHTS

~~Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Client.~~ The Consultant shall retain the right to use all copyrighted materials for marketing purposes. The Town shall retain copyrights associated with work after undisputed payment of each task listed in the contract. Such copyrighted material shall include, but not be limited to digital files, plans, documents, etc. . .

10. PERMISSIONS AND RELEASES

The Client agrees, to the level of indemnification allowed by law, to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the SERVICES at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

11. BILLING AND PAYMENT POLICIES

In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.

Account delinquency longer than 60 days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

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12. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of the Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.

When the Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

13. ARBITRATION/ DISPUTE RESOLUTION

~~If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be referred to United States Arbitration &~~

~~Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision will be final, binding, and judgment may be entered thereon. If either party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. All disputes arising from this Agreement, shall be referred to a court of competent jurisdiction. Venue for any cause of action shall be in Fayette County, Georgia, or the Northern District of Georgia, as the case may be.~~

The Client and TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

14. MISCELLANEOUS

This Agreement is governed by the laws of the State of Georgia.

15. EXECUTION

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

TSW

Town of Tyrone

By: _____

Caleb Racicot, Principal
Corporate Secretary

By: _____

Brandon Perkins
Town Manager

Date

Date

Attest: _____

Dee Baker
Town Clerk

TOWN SEAL

ATTACHMENT A

2024 HOURLY FEE SCHEDULE



TSW 2024 HOURLY FEE SCHEDULE

All fees will be invoiced monthly, according to the hourly fee schedule then in effect. Our current fee schedule as of January 2024 is as follows:

PRINCIPALS			
Bryan Bays	\$225	Heather Hubble	\$225
Caleb Racicot	\$225	Thomas Walsh	\$225
Adam Williamson	\$225	Katy O'Meilia	\$155
David Lintott	\$150		
ADMINISTRATIVE			
Rebekah Calvert	\$135	Betsy Walsh	\$135
Ainsley Fischman	\$80		
PLANNING STUDIO			
Allison Stewart-Harris	\$180	Bert Kuyrkendall	\$180
Samantha Castro	\$135	Jill Ferenc	\$135
Nathan Brown	\$130	Christopher Myers	\$130
Jia Li	\$120	Beverly Bell	\$115
Ryan Snodgrass	\$115	Allison Sinyard	\$115
Nick Johnson	\$110	Anna Baggett	\$105
Tia Maxwell-Farmer	\$100	Roxanne Raven	\$100
Alanna Fairburn	\$95	Sara Delroshan	\$90
Saloni Shah	\$90		
ARCHITECTURE STUDIO			
Alex Fite-Wassilak	\$135	Jared Christensen	\$130
David Lex	\$130	Laura Richter	\$125
Lauren Buss	\$115	Eric Matthews	\$115
Melissa Poche	\$115	Joanna Frauca	\$95
Ben Cho	\$90	Nicole Holt	\$90
LANDSCAPE ARCHITECTURE STUDIO			
Vance Hall	\$130	Kristen Koehnmann	\$125
Kristin L'Esperance	\$125	Peyton Peterson	\$125
David Argo	\$110	Christopher Morphis	\$110
Anna Shoji	\$100	Jaylan Holman	\$95
Rajith Kumar Kedarisetty	\$95	Caroline Laux	\$95
Nada Abdel-Aziz	\$90	Eloisa De Leon	\$90

Planners • Architects • Landscape Architects
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