

CANTON TOWN HALL  
LAND USE OFFICE

**AGREEMENT FOR PLANNING SERVICES**

THIS AGREEMENT is entered into between the Town of Canton (Client) and Arnett Muldrow & Associates Ltd. (Planner), for the following reasons:

MAY 27 2015  
DATE OF RECEIPT IN OFFICE

1. The Client intends to develop a market assessment and branding plan for the Town of Canton (Project); and,
2. The Client requires certain services in connection with the Project (Services); and,
3. The Planner is prepared to provide the Services.

In consideration of the promises contained in this Agreement, the Client and the Planner agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be 5/13/15.

**ARTICLE 2 - GOVERNING LAW**

The laws of the State of Connecticut shall govern this Agreement.

**ARTICLE 3 - SCOPE OF SERVICES**

The Planner shall provide the Services described in Attachment A, Scope of Services included herewith and made part of this agreement.

**ARTICLE 4 - SCHEDULE**

The Planner shall exercise its reasonable efforts to perform the Services according to the Schedule set forth in Attachment A, Scope of Services.

**ARTICLE 5 - COMPENSATION**

The Client shall pay The Planner in accordance with Attachment A, Scope of Services.

Invoices shall be due and payable upon receipt. The Client shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

**ARTICLE 6 – CLIENT’S RESPONSIBILITIES**

The Client shall be responsible for all

matters described as Client responsibilities in Attachment A, Scope of Services.

**ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

**ARTICLE 8 - INDEMNIFICATION AND LIABILITY**

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Planner's fee for the Services, and in consideration of the promises contained in this Agreement, The Client and The Planner agree to allocate and limit such liabilities in accordance with this Article. Indemnification. The Planner agrees to indemnify and hold harmless the Client and its successors and assigns, from and against any and all claims, demands, actions, charges, losses, liabilities, judgments, damages, and expenses, (including, specifically, the Client's reasonable attorneys' fees)(collectively "Claims") to the extent such Claims are caused by the Planner's willful or intentional

misconduct, negligent acts, errors, or omissions arising out of its performance of the Services. In the event Claims are caused by the joint or concurrent negligence of The Planner and The Client, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of The Planner and its subconsultants to the Client for all Claims resulting in any way from the performance of the Services shall not exceed the insurance limits set forth in Article 9 of this Agreement.

Consequential Damages. To the fullest extent permitted by law, The Planner shall not be liable to the Client for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

#### **ARTICLE 9 - INSURANCE**

During the performance of the Services under this Agreement, The Planner shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The Planner shall, upon written request, furnish the Client certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the Client.

The Planner and the Client waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

The Planner shall not be responsible for (a)

construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to The Planner, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to The Planner in Attachment A, Scope of Services.

#### **ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, The documents, drawings, and specifications prepared by the Planner and furnished to the Client as part of the Services shall become the property of the Client; provided, however, that the Planner shall have the unrestricted right to their use in marketing material. The Planner shall assign Copyright of all final design material developed for this project to the Client. The Planner shall retain its copyright and ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Planner.

#### **ARTICLE 13 - TERMINATION AND SUSPENSION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Client may terminate or suspend performance of this Agreement for the Client's convenience upon written notice to

the Planner. The Planner shall terminate or suspend performance of the Services on a schedule acceptable to the Client, and the Client shall pay the Planner for all the Services that have been performed in accordance with this Agreement as of the date of termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to the Planner's compensation and the Project schedule.

**ARTICLE 14 - DELAY IN PERFORMANCE**

Neither the Client nor The Planner shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Client or the Planner under this Agreement. The Planner shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**ARTICLE 15 - RELATIONSHIP OF PARTIES**

The Planner and the Client hereby agree that their relationship is that of independent contractors, and nothing in this Agreement shall create nor be deemed to create a joint venture, partnership, principal/agent,

employer/employee, or any other form of relationship other than that of independent contractors.

**ARTICLE 16 - NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:

The Client:

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Town of Canton  
PO Box 168  
4 Market Street  
Collinsville, CT 06022  
Phone: 860-693-7891  
Email:

The Planner:  
Arnett Muldrow & Associates, Ltd.  
Tripp Muldrow  
President  
Post Office Box 4151  
Greenville, SC 29608  
Phone: 864-233-0950  
Email: [tripp@arnettmuldrow.com](mailto:tripp@arnettmuldrow.com)

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Client and the Planner.

**ARTICLE 17 - DISPUTES**

In the event of a dispute between the Client and The Planner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both

parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, work stop would occur until all disputes were resolved.

**ARTICLE 18 - WAIVER**

A waiver by either the Client or the Planner of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 19 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 20 - INTEGRATION**

This Agreement, including Attachment A incorporated by this reference, represents the entire and integrated agreement between the Client and The Planner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 21 - SUCCESSORS AND**

**ASSIGNS**

The Client and the Planner each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**ARTICLE 22 - ASSIGNMENT**

Neither the Client nor the Planner shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the Planner may assign its rights to payment without the Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**ARTICLE 23 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of the Client and the Planner. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and the Planner.

**ARTICLE 24 – NO MISREPRESENTATIONS OR OMISSIONS**

No representation, warranty or statement of the Planner in the Proposal or this Agreement, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

IN WITNESS WHEREOF, the Client and the Planner have executed this Agreement.

Town of Canton  
(The Client)

By 

Title CAO

Date 6-1-15

Arnett Muldrow & Associates, Ltd.  
(The Planner)

By 

Title: Principal

Date: 05/18/2015

**Task One: Information Gathering and Background Review**

Arnett Muldrow will review prior plans, community histories, redevelopment efforts and any other applicable documentation that would impact development in the community. This will be an important step to understand what has happened in the past as well as to coordinate the Market Analysis and Branding Plan with other planning efforts. We will work closely with the community to also gather all relevant material related to its marketing and image including: all promotional publications that involve the community, its attractions, and events. We will thoroughly review this information prior to the first resource visit.

**Task Two: Kick-off Meeting with Project Steering Committees**

Arnett Muldrow will work with the Client to develop a Steering Committee composed of key stakeholders (composed of representatives of both the public and private sector) who will serve as executive body for this project guiding our process from start to finish. We will come to the community to host a kick-off meeting with the steering committee. We expect this committee to work hand-in-hand towards successful development and implementation of the project.

**Task Three: Demographic Analysis**

We will track population, employment, and income growth and project demographic changes in the future for the town. We will pay particular attention to historic growth trends and future projections to help inform our recommendations.

**Task Four: Market Assessment**

We will conduct a detailed market assessment of Collinsville and Canton. The market assessment will analyze several components and will require the cooperation of as many businesses as possible.

- A. We will conduct an examination of the existing retail, office, and housing mix in the downtown and outlying area. This examination will provide a supply side analysis. To the degree possible, Arnett Muldrow will rely on any GIS data available to the Town to assist in this effort.
- B. We will conduct a competitive analysis of downtown and how it works with key outlying areas.
- C. We will work with retailers to conduct a zip code analysis to determine where customers are currently coming. We will rely on the cooperation of local businesses to track customers over the period of one to two weeks. The more businesses we have participate, the more thorough our results will be. Arnett Muldrow will prepare all analysis related to the zip code survey and will work with local business groups to help them conduct the survey (the survey is very user friendly since it only tracks zip codes).
- D. Based on the zip code survey Arnett Muldrow will determine primary and secondary trade areas for Collinsville and Canton. Using these trade areas, Arnett Muldrow will evaluate sales information for appropriate retail market segments as well as a retail leakage analysis that will indicate in which categories the community is leaking sales. The analysis will also provide us insight into visitor patterns in downtown.
- E. We will predict space demand for retail uses in over fifty individual retail categories.
- F. As a thank you to participating merchants, we will prepare a confidential "Individual Business Report" for each merchant that tracks zip codes showing how their results compare to that of the community.
- G. We will synthesize this information and use it to formulate strategies and recommendations.

**Task Five: Market Analysis Report and Presentation**

Arnett Muldrow will issue a market report and make a brief presentation of findings to date to the steering committee as well as other interested parties in the community. This presentation will allow us a chance to begin exploring specific approaches to develop an economic development strategy for downtown. These approaches will also explore how to retain the existing commercial base, expand that base, and explore other implementation options available such as incentives, inducements, or regulatory adjustments.

**Task Six: Community Branding Resource Visit**

Modeled after a community design charrette or a resource team visit, the branding resource visit is designed to immerse the project team in the community in a rapid way in order to produce a branding program quickly and efficiently. We have conducted these resource visits in over 400 communities that have gone on to implement their brands in creative ways. The resource visit will involve a three-day process.

*Days One and Two: Gathering Input and Community Tour*

The first two days will concentrate on a series of roundtable meetings with image-setting groups in the community. These will include:

- Steering committee
- Officials and staff from Town of Canton
- Local key attraction stakeholders
- Community residents
- Business owners and landlords
- Tourism and other community representatives
- Young people

The input sessions will be facilitated group sessions that will concentrate on the brand image for Collinsville, CT and its communities. During these days, the team will also tour the county to get a better understanding of community characteristics and needs.

During the first two days, the team will also conduct a detailed professional photo shoot of Collinsville, CT. We will use these photos for conceptual ads and will turn over the image library to the Client. Communities frequently find that this is a high-quality, value-added service. The stock of photos can be used in creating brochures, advertisements and reference materials that prove to be long-term assets.

*Day Two Evening and Day Three Morning: Brand Refinement and Extension*

By the evening of the second day we will have worked with the public and community stakeholders to develop a working brand, so that the third day can focus on brand refinement as well as production of marketing concepts and brand extension.

These brand extension concepts include logos, taglines, stationary, publication pieces, ad concepts, web page designs, wayfinding signs, event logo families, allied agency logos (if desired by those allies), marketing pieces, and other related



imagery as identified by the Client. The goal is to produce a seamless marketing package that can be implemented over time.

#### *Day Three Afternoon: Brand Presentation*

All of the project team's recommendations will be rolled out in a thorough presentation to the Client and its community partners at the end of the resource team visit on the third day. We believe that this is an important element in the branding process because while we will develop the brand... it belongs to the Client and its partners. The presentation will provide project stakeholders with a solid direction for the brand and we will garner feedback for further refinement to come after the workshop.

The resource visit deliverables will vary by community but will typically include a variety of components that may include logo design (or refinement of existing logo if necessary), tag lines, associated logos for groups. In addition, the team will develop collateral material that may include letterhead, business cards, gateway signs, banners, brochure templates, mock advertisements, event posters, billboards, and others to be determined by the Client. We typically produce ten to fifteen unique applications of the brand for the community.

#### **Task Seven: Brand Refinement**

The presentation at the end of the work session represents a draft version of the brand identity. For two weeks, we will gather input from the Client and the community on the reception of the brand. From time to time, clients wish to make refinements to the identity system and have us complete additional collateral and supporting material. We will coordinate with the Client to provide a written list of modifications and additions to the brand system that will be developed over a period of two weeks after the visit. We will provide these revisions and additions via e-mail for final sign off and review.

#### **Task Eight: Logo Resources and Follow Up**

Within four weeks of the final "sign off" in Task Four, we will deliver the final products for the branding effort. This will include a resource package with all graphics produced in the work session for the Client and its community partners, a style guide for their proper usage, a photo library, and the final PowerPoint presentation. We will also allocate eight hours of in-house support services to the community in our offices that may include design refinement, printer support, and additional marketing applications. The Client may determine how to best use this support service.

#### **Task Eight: Implementation Workshop**

We will return to the community to conduct an implementation workshop with the steering committee. We will develop and implementation strategy board that will detail the marketing and branding recommendations developed throughout the process. The strategy board will establish goals, timeframes, and responsible parties.





## SCOPE SCHEDULE AND FEES

In total, the process takes fourteen weeks, including the market study, the branding, all edits, refinement, and delivery of final products.

The lump sum fee for the branding resource visits and all deliverables would be \$22,500, inclusive of all expenses.

## Hourly Rates

**Our billable hourly rates are as follows:**

Tripp Muldrow, \$125/hour

Ben Muldrow, \$125/hour

Tee Coker, \$100/hour

Shawn Terpack, \$100/hour

## PROJECT DELIVERABLES

1. Market study report and presentation.
2. Individual business reports.
3. Logo and tagline designs for initiative partners.
4. Logo designs for events, organizations, and other amenities as desired by the initiative partners.
5. Custom banner designs.
6. Coordinated wayfinding sign designs
7. Print collateral cover designs  
*(brochures, visitor guides, etc.).*
8. Web page design
9. Ad templates and concepts for municipal and individual business use.
10. Other collateral pieces as desired by the Client *(we like to keep this open ended so that any custom products you need can be developed we have done designs for virtually everything from t-shirts and mugs to sculptural pieces during the workshop).*
11. All related photography on digital flash drive.
12. Resource package with all deliverables in a variety of digital file formats.
13. Style guide for brand implementation.
14. Brand presentation on PowerPoint.
15. Implementation strategy board.
16. Copyright release granting ownership of all designs to the initiative partners.