

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY TO ENTER INTO A CONTRACT WITH JONES & JONES, LTD., FOR THE DESIGN OF FOUR (4) PUBLIC SPACE AREAS IN THE NORTHSORE AREA, IN THE AMOUNT OF THREE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS (\$387,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that the Chattanooga-Hamilton County Regional Planning Agency be and is hereby authorized to enter into a contract with Jones & Jones, Ltd., for the design of four (4) public space areas in the Northshore area, in the amount of \$387,000.00.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 04/06/15

Preparer: John Bridger - Chattanooga-Hamilton County Regional Planning Agency

**Brief Description of Purpose for Resolution/Ordinance:** Res./Ord. # \_\_\_\_\_ Council District # \_\_\_\_\_

A resolution authorizing the Chattanooga - Hamilton County Regional Planning Agency to enter into a contract with Jones & Jones, Ltd, for the design of four public space areas in the Northshore area in the amount of \$387,000.

Name of Vendor/Contractor/Grant, etc.	<u>Jones &amp; Jones, Ltd</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost	\$ <u>387,000.00</u>	Funds Budgeted? (YES or NO)	<u>NO</u>
Total City of Chattanooga Portion	\$ <u>387,000.00</u>	Provide Fund	_____
City Amount Funded	\$ <u>387,000.00</u>	Provide Cost Center	_____
New City Funding Required	\$ _____	Proposed Funding Source if not budgeted	<u>Local Foundation</u>
City's Match Percentage	% _____	Grant Period (if applicable)	_____

**List all other funding sources and amount for each contributor.**

Amount(s)	Grantor(s)
_____	<u>Lyndhurst and Benwood Foundations</u>
_____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY  
AND JONES & JONES, LTD.**

This Professional Services Agreement is made between the Chattanooga-Hamilton County Regional Planning Agency (RPA), a political subdivision of the State of Tennessee (City) and Jones & Jones, Inc., a professional corporation located in Seattle, Washington (Consultant),

WHEREAS, the City desires to engage Consultant to perform certain services relating to the preparation of designs for four (4) North Shore Public Space projects (Project); and

WHEREAS, the City has designated RPA as the administrative agent to manage the project and contract with the Consultant;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Consultant agree as follows.

**A. SCOPE OF AGREEMENT.** Consultant's relationship to RPA shall be that of independent contractor; at all times this relationship shall be governed by and be in strict compliance with the terms of this Professional Services Agreement and the laws of the State of Tennessee and the codes of the City of Chattanooga.

**B. PROFESSIONAL SERVICES.** Consultant shall furnish services to RPA as set forth in "Exhibit A: North Shore Public Spaces Project - Scope of Work and Services" which is attached hereto and incorporated herein by reference.

**C. DELIVERABLES AND SCHEDULE.** Consultant shall begin its services promptly after receipt of an executed copy of this Agreement and shall complete the services and deliverables on or prior to April 2, 2016. To the extent feasible, the schedule will follow the schedule set forth in Exhibit "B" which is attached hereto and incorporated by reference. Times for performance shall be extended for periods of delay resulting from circumstances over which Consultant has no control.

**D. CONTRACT TERM.** This contract shall be effective for the period commencing on \_\_\_\_\_, 2015 and ending April 2, 2016. The RPA shall have no obligation for services rendered by the CONSULTANT which are not performed within the specified period.

**E. CLIENT RESPONSIBILITIES.** Client (RPA) agrees to provide Consultant with all available information, plans, regulations, reports, professional recommendations and any other related items requested by Consultant in order to provide its professional services. Consultant may rely on the accuracy and completeness of these items. RPA agrees to provide the items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.

**F. SUBCONTRACTING AND ASSIGNMENT.** Any changes or additional subcontractor relationships or assignment not identified in "Exhibit A: North Shore Public Spaces Project - Scope of Work and Services," as part of this Agreement, must first be approved by the RPA.

**G. CONFLICT OF INTEREST.** Consultant agrees that it has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed.

**H. GENERAL COMPLIANCE WITH LAWS.** The CONSULTANT is assumed to be familiar with and observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by any agency of the federal, state or local government. The CONSULTANT shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect during the term of this Agreement.

**I. TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon fourteen days written notice for any reason and with no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to date of such termination.

**J. SUSPENSION OF WORK.** Upon not less than seven days written notice, Consultant may suspend the performance of its services if RPA fails to pay Consultant in full within 60 days of a receipt of a complete invoice for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to RPA's nonpayment.

**K. MEDIATION.** RPA and Consultant agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to both parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

**L. OWNERSHIP OF DOCUMENTS.** RPA shall be the sole owner of all documents prepared under this Agreement; however, Consultant shall have the right to use examples of such work for marketing purposes, and to modify such work for other clients. All documents prepared in the performance of this Agreement shall be delivered to RPA before final payment is made to Consultant.

**M. CHANGE OF WORK.** In the event the RPA should decide during the course of this work that there exists the need to change any work performed by the CONSULTANT under this agreement after some element of work has been approved by the RPA, the RPA shall notify the CONSULTANT, in writing, to make the change, and the CONSULTANT shall make the change as directed. Payment therefore is to be made by the RPA after a written agreement is entered into between the RPA, CITY and the CONSULTANT providing for appropriate adjustment in the compensation ceiling(s) inclusive of appropriate adjustment in the CONSULTANT'S lump sum net fee(s), which amounts shall be as negotiated.

**N. COMPENSATION AND HOURLY RATES.** For services provided by Consultant as described in Exhibit "A," RPA shall compensate Consultant each month based upon the percent complete for the sum allocated to each task as set out in Exhibit "C", including reasonable travel expenses. Invoices provided by consultant must contain enough information to document monthly activities for services rendered. A maximum, not-to-exceed fee (including expenses) of \$387,000.00 has been set. Invoices shall be submitted to the RPA monthly. Payment of each invoice is due to Consultant within 60 days of receipt of a complete invoice by RPA.

The consultant's records and backup data on all items of cost entering into the billings for the professional services rendered under this agreement are subject to audit by local or STATE representatives and copies thereof shall be furnished, if requested, as required under by this agreement.

1. The CONSULTANT must report to the RPA all firm names and amounts paid to subcontractors that are certified by the state as Disadvantaged Business Enterprises (DBE).
2. The CONSULTANT shall also report all firm names and amounts paid to subcontractors that are Woman-Owned Business Enterprises (WBE) or Minority-Owned Business Enterprises (MBE) not certified by the state as a DBE.
3. Payments on all subsequent supplemental agreements shall also be reported in this same manner.

The Consultants shall keep records on the basis of generally accepted accounting practice of costs and expenses per the laws and codes of the City of Chattanooga, and which records shall be available for inspection at all reasonable times.

**O. FINAL SETTLEMENT.** Final settlement shall be made by the RPA to the CONSULTANT within ninety (90) days following the completion and approval of all the CONSULTANT'S work as set out by Exhibit "A" and mutual approval of any post-work audit report.

**P. ABANDONMENT OF PROJECT.** In the event the RPA decides to abandon all or any part of any project subsequent to the effectuation of this agreement, the CONSULTANT shall be paid under Paragraph N, by the RPA for all work completed prior to its having received written notice from the RPA to stop work and an appropriate negotiated amount agreed upon for net fee.

**Q. AMENDMENTS.** This Agreement is the entire and integrated agreement between RPA and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

**R. SEVERABILITY.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

**S. VENUE AND CONTROLLING LAW.** Any dispute of the terms of this agreement shall be construed under the laws of the State of Tennessee. Any litigation of any dispute under this agreement not resolved by voluntary mediation shall occur in the Hamilton County or Federal Courts located in the State of Tennessee.

IN WITNESS WHEREOF, the RPA has caused this agreement to be signed by John Bridger Executive Director, and the CONSULTANT has executed said agreement through its duly authorized officer as of the effective date first above written, Section I.

CHATTANOOGA-HAMILTON COUNTY REGIONAL  
PLANNING AGENCY

By: \_\_\_\_\_  
JOHN BRIDGER, Executive Director

Date: \_\_\_\_\_

JONES & JONES, LTD.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

CITY OF CHATTANOOGA, TENNESSEE  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_  
100 E. 11<sup>th</sup> Street, Suite 200  
Chattanooga, TN 37402  
(423) 643-8250

Date: \_\_\_\_\_

Attachment - Exhibit A: North Shore Public Spaces Project - Scope of Work and Services, Exhibit B: Schedule and Exhibit C: Compensation and Hourly Rates.

## **EXHIBIT A**

### **NORTH SHORE PUBLIC SPACES PROJECT SCOPE OF WORK AND SERVICES**

#### **PROJECT DESCRIPTION**

This project involves the design of four "Public Spaces" in Chattanooga's North Shore District. Together, the spaces will create a network of highly imaginative and compelling public-realm urban places and amenities that reflect the unique North Shore setting and provide a wonderful gateway experience for locals and visitors travelling to and from the Moccasin Bend National Archeological District. In essence, the Public Spaces will embody a regional and local identity, environmental sustainability, social benefits, education and interpretation, and exemplary beauty.

The North Shore (NS) District extends across relatively flat terrain on the north side of the Tennessee River, between the Veterans Bridge on the east and the Moccasin Bend National Archeological District (MOBE) to the west. The commercial eastern portion of the NS District consists of urban mixed-use, low-rise development along and near Frazier Ave and Manufacturers Road, and two large parks – Coolidge Park and Renaissance Park – that front the river. The NS District's western portion is largely made up of industrial activity and operations that transition to open tracts of land near the Moccasin Bend Archeological District.

The design and eventual implementation of the four Public Spaces projects are intended to achieve the following objectives:

- 1) Help spur redevelopment and urban infill in the North Shore District;
- 2) Create a compelling and enjoyable multi-modal travel experience to the Moccasin Bend Archeological District;
- 3) Reveal the area's rich cultural and natural heritage; and
- 4) Promote the North Shore's standing as a livable, sustainable, and thriving urban community.

The four Public Spaces project components are described as follows:

- A. North Shore Riverwalk (Tennessee Riverpark) Extension: This new segment of Riverwalk will travel through the North Shore District, connecting Coolidge Park, Renaissance Park and the North Shore's commercial area to the proposed MOBE Visitors Center that will be located near the intersection of Hamm Road and Moccasin Bend Road to the west. The new NS Riverwalk segment will be a multi-use pedestrian/bicycle path that shares design similarities with Riverwalk segments currently along the south shore of the Tennessee River. The new NS Riverwalk should be routed as close to the river as possible, but industrial activity adjacent to the Olgiate Bridge may require the Riverwalk to jog inland and travel along Manufacturers Road for a short section east and west of the bridge. The Riverwalk will include overlooks and rest areas, interpretive and public art venues, trailhead facilities, small park/plaza amenities, way-finding signage, and restoration of natural areas at various locations along its route. The Riverwalk will cross privately-owned land which will require discussion with property owners of a trail easement or right-of-way. The design for the NS Riverwalk will be taken to a Schematic Design level and include an estimate of probable construction costs, implementation strategies and identification of R.O.W. needs.

- B. Manufacturer's Road and Hamm Road Improvements: This transportation corridor from just east of the Olgiati Bridge to the intersection of Moccasin Bend Road to the west will become a "gateway parkway", befitting its role as the primary access to the Moccasin Bend National Archeological District. The corridor will be designed as a "complete green street" incorporating multiple modes of travel, low-intensity development (stormwater remediation), interpretive/public art elements, gateway features, and attractive landscape. The design for this corridor shall be taken to a Schematic Design level and include a traffic analysis of the proposed street design, recommendations for utility (overhead power-line) relocations, an estimate of probable construction costs, and implementation strategies.
- C. Manufacturer's Park: This one-of-a-kind park will occupy land associated with the Manufacturer's Road/U.S. 27 interchange and land formerly occupied by the Manning Street/U.S. 27 interchange. The park will be a passive-recreational, pedestrian-accessible public space that includes extensive stormwater remediation facilities for the highway. Other likely features include walkways and small informal gathering areas, interpretive venues and exhibits, outdoor public art, outdoor lighting, and compelling landscape elements to be seen and enjoyed by motorists, pedestrians, and cyclists. The area south of Manufacturer's Road beneath the bridge may include a Riverwalk trailhead and parking, canoe launch, or other facilities and amenities to be determined. A schematic design for the park was developed in 2013 to enable the Tennessee Department of Transportation (TDOT) to build the basic components of a stormwater treatment system associated with the widening and reconstruction of U.S. 27 north of the Olgiati Bridge. The City will complete the park's construction. The design of Manufacturer's Park will be taken to a Design Development level and includes an understanding between TDOT and the City of park maintenance and operations, an estimate of probable construction costs, and implementation strategies.
- D. Multi-modal Connections between Manufacturer's Road and Cherokee Blvd: A travel connection between Manufacturer's Rd. and Cherokee Blvd. is needed to address congestion at the current intersection of Manufacturer's Rd, Cherokee Blvd, Frazier Ave and N. Market St. The new connection is expected to occur somewhere in the vicinity of the Two North Shore retail area, and will require the crossing of an active railroad siding or spur line. The connection will provide a convenient pedestrian and bicycle route that links the proposed NS Riverwalk and Two North Shore to Hill City and Stringer's Ridge Park. Situated in a transitional urban setting, the connector will help foster new development and should thus integrate opportunities for outdoor gathering, plazas or small parks. The connector itself may be conceived of as a shared-use street or multi-use travel-way. Planning for the multi-modal connector will be taken to a Conceptual Design level pending negotiations with the railroad owner on where and how to cross the rail line.

#### **SCOPE OF SERVICES**

The Design Team shall perform the following tasks to develop the designs for the four Public Spaces project components that are discussed in the Project Description above. Because the four Public Spaces projects are inter-connected and related to one another, the designs for all four project

components shall proceed concurrently whereby the tasks below are generally applicable to all four Public Spaces components except as noted.

### **TASK 1. PROJECT INITIATION**

- a. Establish a project data-sharing system.
- b. Begin collecting data for the project area.
- c. Develop a list of project stakeholders and prepare a preliminary stakeholder engagement plan with the RPA.
- d. Organize and conduct a Design Team meeting in Chattanooga.
- e. Conduct a "kick-off" meeting with the RPA, Advisory Committee & Design Team to:
  - Affirm project goals and objectives
  - Discuss communication protocols and info-exchange process
  - Review scope and schedule
  - Discuss stakeholder engagement – participants, meeting purpose/formats/dates
  - Tour the project area

TASK 1 DELIVERABLES: Data-share system; Stakeholder engagement plan; Updated schedule; Communication protocols; Review and comments on the RPA's minutes from kick-off meeting & tour.

### **TASK 2. DATA COLLECTION & SITE ANALYSIS**

- a. Continue to collect, assemble and review available data for the project area: base mapping, aerial photos, relevant previous studies and plans, etc.
- b. Assess current projects and plans for urban redevelopment, infill, and revitalization of the project area and surrounding context.
- c. Identify and initiate the collection of additional data sets: updated traffic counts if needed; hydrologic data; major viewsheds; etc.
- d. Review the project area's existing conditions and characteristics including: terrain features; land use and ownership; circulation and access; utilities; vegetation cover; historical & cultural resources/places/events; hydrology; etc.
- e. Begin developing a preliminary program for the Public Spaces.

TASK 2 DELIVERABLES: Summary report of key findings in previous studies/plans; Additional data set material; Site review mapping of project area conditions & characteristics; Draft preliminary program.

### **TASK 3. INITIAL STAKEHOLDER ENGAGEMENT & PROGRAM DEVELOPMENT**

- a. Provide project information for the RPA to post on the project website; assist the RPA with a press release and press conference.
- b. Prepare for and conduct a series of initial stakeholder group meetings\* to discuss:
  - Project purpose, objectives and process
  - Site analysis and conditions/characteristics of the project area
  - Preliminary program
- c. Conduct one-on-one meetings and interviews with individual stakeholders\* to discuss particular issues and concerns.
- d. Conduct an initial Public Meeting\*\* to explain the project and to solicit input on existing conditions/characteristics, general issues, desired project outcomes, etc.

- e. Conduct events targeted at engaging youth, minority populations, and other "hard-to-reach groups".\*\*\*
- f. Refine the programmatic criteria (needs, requirements, design parameters, major elements, etc.) for the Public Spaces.
- g. Submit the program to the RPA, Advisory Committee, and key stakeholders for review, and revise the program per comments.

**TASK 3 DELIVERABLES:** Project promotional materials; Exhibits and materials for stakeholder meetings and Public Meeting; Review and comment on the RPA's minutes from stakeholder, public, and hard-to-reach group meetings; Program document.

#### **TASK 4. DESIGN "ALTERNATIVES" FOR PUBLIC SPACES**

- a. Collect and assemble noteworthy photo examples of multi-modal/complete street corridors, green infrastructure, attractive and active urban park/plaza/public spaces and amenities, multi-use trails, restored natural areas, etc. that may be relevant to the NS Public Spaces project.
- b. Identify various strategies and methods to interpret NS history and historic places, integrate public art, and reflect local culture.
- c. Develop alternative design schemes (depicted by illustrative plans, sections, and photo examples) for each of the four primary NS Public Spaces.
- d. Meet with the RPA, Advisory Committee, and selected stakeholders to review and discuss the design examples, design alternatives, and interpretation strategies; revise and refine the alternatives and strategies per comments.

**TASK 4 DELIVERABLES:** Design examples; Interpretive/public art strategies and methods; Design alternatives for each Public Spaces project; Review and comments on the RPA's minutes from Committee and stakeholder meetings.

#### **TASK 5. SELECTION OF "PREFERRED" DESIGN ALTERNATIVES**

- a. Provide the RPA with updated information for the project website and coordinate with the RPA on scheduling dates for the stakeholder meetings.
- b. Prepare for and conduct a series of stakeholder group meetings\* to review and discuss the alternative design options and to explore a "preferred" design option for each Public Space project.
- c. Conduct one-on-one meetings\* with certain individual stakeholders if necessary to discuss their particular issues and concerns.
- d. Distill the stakeholder's comments and input on alternatives into a "preferred" design scheme for each of the four Public Spaces projects.
- e. Prepare the graphics, drawings, illustrations, simulations, etc. to depict the preferred designs; and identify the traffic, R.O.W., and cost implications for each scheme.

**TASK 5 DELIVERABLES:** Updated material for website; Exhibits and materials for meetings; Review and comments on the RPA's meeting minutes; Preferred design schemes for each Public Spaces project.

## **TASK 6. DESIGN FINALIZATION**

- a. Review the preferred designs with the RPA and Advisory Committee, and revise the designs per comments.
- b. Provide the RPA with updated material for the project website, and coordinate with the RPA on scheduling dates for the stakeholder meetings and Public Meeting.
- c. Prepare for and conduct stakeholder group meetings\* to review and discuss the design schemes.
- d. Prepare for and conduct a Public Meeting/Open House\*\* to review and discuss the design schemes.
- e. Conduct events targeted at engaging youth, minority populations, and other "hard-to-reach groups".\*\*\*
- f. Revise and modify the design schemes per input and comments from stakeholders and public.
- g. Organize and compile a draft report containing project background, site analysis, design scheme exhibits and descriptions, estimate of probable construction costs, R.O.W. needs, partnering opportunities, and implementation and funding strategies.
- h. Review the draft report with the RPA, Advisory Committee, and key stakeholders; finalize the designs and report per comments, and submit a final report document to the RPA

**TASK 6 DELIVERABLES:** Updated material for website; Design schemes including graphics, illustrations, exhibits and materials for stakeholder meetings and Public Meeting; Review and comments on RPA's minutes from stakeholder, Public and Advisory Committee meetings; Revised design schemes and draft report; final design report (pdf on compact disc) for NS Public Spaces.

### **Notes & Clarifications on Stakeholder & Public Meetings and Engagement**

\* Stakeholder Meetings: The RPA shall notify the stakeholders of meetings and shall make arrangements for the meeting venues. The Design Team will assist the RPA by providing meeting agendas and any other information prior to the meetings.

Stakeholder meetings will be led and facilitated by Jones & Jones with assistance by Design Team members from Arcadis, BWSC, and Daryl Black. The Team will engage stakeholders in groups (ie., business and industry owners, outdoor recreationists, historical/cultural heritage advocates , local urban design community) through "focus-group" meetings. Four to five stakeholder focus group meetings will be scheduled to occur over a two-day period at junctures identified in the Scope of Services. During a round of stakeholder group meetings, one large stakeholder meeting (as determined by the RPA) may be conducted where all stakeholders are brought together. This large stakeholder meeting will be scheduled to occur during the same two-day time period as the focus group meetings. The Design Team will meet with the RPA and Advisory Committee prior to meeting with stakeholders to review the meeting materials. After the stakeholder meetings, the Design Team will participate in a de-briefing session with the RPA and Advisory Committee to discuss meeting outcomes.

If certain individual stakeholders have issues and concerns that they prefer to discuss in private, one or two Design Team members will be available to meet one-on-one with these stakeholders at other times throughout the project.

One stakeholder group will be comprised of local urban planning and design professionals who will work with the Design Team to review design ideas and schemes for the Public Spaces. This stakeholder group may include the Urban Design Studio, local landscape architects, architects, and planners as determined by the RPA. The Design Team will engage the Urban Design stakeholder group in design-charrette or workshop-type meetings to help ensure the "Chattanooga Way" of inclusive design.

**\*\*Public Meetings:** The RPA shall distribute notification of the Public Meeting and shall arrange for the meeting venue. The Design Team will coordinate with the RPA on the meeting agenda, format and structure, and in determining any special requirements for the meeting.

Public Meetings will be conducted and facilitated by Design Team members from Jones & Jones, Arcadis, BWSC, and Daryl Black. The RPA will assist in organizing and facilitating the Public Meetings as necessary. The first Public Meeting will be conducted as an informational session through a traditional presentation and structured group process. The second public meeting will be conducted as an Open House where Design Team members will provide brief presentations of the Public Spaces designs, and the public will offer comment and input on the designs at staffed stations around the room. Public Meetings will be scheduled to coincide with rounds of stakeholder group meetings at junctures identified in the Scope of Services. The Design Team will meet with the RPA and Advisory Committee prior to Public Meetings to review meeting materials and content, and the Team will participate in a debriefing session with the RPA and Committee after the Public Meeting.

**\*\*\*Engagement of "hard-to-reach" groups:** Outreach and engagement of youth, minorities, elderly and other hard-to-reach groups will be conducted by Lord Cultural Resources (LCR). LCR will structure and lead engagement events and activities with the help of other Design Team members, the RPA, and perhaps certain City agencies. Various methods and venues will be utilized to reach and engage these groups for events and activities associated with the Public Meetings.

#### **Other Conditions and Assumptions**

- The Consultant will use the City/County's GIS-based mapping, GIS data layers, and aerial photography to develop "base maps and plans" for the project area. The aerial photos and GIS mapping (in an appropriate digital format) shall be made available by the City or RPA to the Consultant at no charge.
- Topographic surveying, geotechnical investigations, property line verification, resolution of platting discrepancies, or verification of utility locations are not included in the Scope of Services. Also, the preparation of environmental permitting applications or permitting documents is not included in the Scope of Services.
- General recommendations for site irrigation, site lighting, storm and sanitary sewer improvements, potential utility relocations, and traffic signals shall be identified by the Consultant; however, the detailed design of these items is not included in the Scope of Services.

## **EXHIBIT B**

### **NORTH SHORE PUBLIC SPACES PROJECT PRELIMINARY SCHEDULE**

The following schedule represents a preliminary projection of anticipated dates for performing the major tasks that are identified in Exhibit A , Scope of Work and Services. Specific dates for stakeholder and public meetings and for project deliverables will be developed with the RPA during Task 1. It is expected that the schedule and dates will be adjusted throughout the duration of the project to accommodate holidays, stakeholder and Advisory Committee availability, Consultant travel logistics, and other circumstances and conditions that arise. It is anticipated that the project will be completed well within a one-year timeframe, on or before April 1, 2016.

<b>TASK</b>	<b>PROJECTED DATES</b>
Task 1. Project Initiation	April 2 – April 30, 2015
Task 2. Data Collection & Site Analysis	May 1 – June 12, 2015
Task 3. Initial Stakeholder Engagement & Program	June 15 – July 31, 2015
Task 4. Design Alternatives	August 3 – September 11, 2015
Task 5. Selection of Preferred Designs	September 14 – October 30, 2015
Task 6. Design Finalization	November 2 – December 18, 2015

## EXHIBIT C

### NORTH SHORE PUBLIC SPACES PROJECT COMPENSATION AND CONSULTANT TEAM COMPOSITION

The following fee schedule is an approximate projection of labor costs and expenses that will be incurred by the Consultant for the major tasks identified in Exhibit A, Scope of Work and Services. During the course of the project, actual labor costs and expenses may vary slightly from this projection, with some tasks involving larger fee expenditures and others requiring less. Regardless of these variations and adjustments in task fee expenditures, the total not-to-exceed fee shall be as stipulated in Item N of the Professional Services Agreement and per the total fee amount identified below.

<u>TASK</u>	<u>PROJECTED LABOR FEES</u>
Task 1. Project Initiation	\$36,000.00
Task 2. Data Collection & Site Analysis	\$41,000.00
Task 3. Initial Stakeholder Engagement & Program	\$64,500.00
Task 4. Design Alternatives	\$79,000.00
Task 5. Selection of Preferred Design	\$74,500.00
Task 6. Design Finalization	\$75,000.00
Total Labor Fees	\$370,000.00
Estimated Reimbursable Expenses (Travel, etc.)	\$17,000.00
<b>TOTAL NOT-TO-EXCEED FEE</b>	<b>\$387,000.00</b>

#### CONSULTANT TEAM COMPOSITION

The Consultant Team for this project consists of the consulting firms listed below. As Prime Consultant, Jones & Jones will keep records of all costs and expenses paid to the Sub-consultants for the performance of their services as described in their respective Professional Services Agreements with Jones & Jones. Sub-consultant fees are included in the above total Not-to-Exceed Fee.

Prime Consultant: Jones + Jones Architects, Landscape Architects, & Planners, Ltd; Seattle, WA

Sub-consultant: Barge, Wagoner, Sumner & Cannon, Inc.; Chattanooga, TN

Sub-consultant: Arcadis, Inc.; Chattanooga, TN

Sub-consultant: Dr. Daryl Black, Historian, Chattanooga, TN

Sub-consultant: Lord Cultural Resources, New York, NY