

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH SPACKMAN MOSSOP MICHAELS (SMM) AND ESKEW+DUMEZ+RIPPLE (EDR), FOR PROFESSIONAL SERVICES RELATIVE TO CONTRACT NO. R-14-011-101, MILLER PARK DISTRICT AND CONNECTIVITY IMPROVEMENTS, FOR AN AMOUNT NOT TO EXCEED SIX HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$693,700.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to enter into an agreement with Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR), for professional services relative to Contract No. R-14-011-101, Miller Park District and connectivity improvements, for an amount not to exceed \$693,700.00.

ADOPTED: _____, 2015

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: May 27, 2015

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # _____

Council District # _____

7 & 8

A Council Action is requested for the Administrator of the Department of Public Works to enter into an agreement with Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR), for professional services, relative to Contract No. R-14-011-101, Miller Park District & Connectivity Improvements, in an amount not to exceed \$693,700.00.

Name of Vendor/Contractor/Grant, etc.	Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)		New Contract/Project? (Yes or No)	Yes
Total project cost \$	693,700.00	Funds Budgeted? (YES or NO)	Yes	
Total City of Chattanooga Portion \$	693,700.00	Provide Fund	4020	
City Amount Funded \$	693,700.00	Provide Cost Center	G30006	
New City Funding Required \$	0	Proposed Funding Source if not budgeted		
City's Match Percentage %		Grant Period (if applicable)	FY16	

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$27,700.00	RiverCity Company
\$200,000.00	Benwood Foundation

Agency Grant Number _____

CFDA Number if known _____

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

Approved by: *[Signature]*

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: 1/26/09



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7
Date of Issue 10-16-03
Rev. 02-07-14

THIS AGREEMENT, is between the City of Chattanooga, Tennessee, a municipal corporation in the state of Tennessee, hereinafter called Owner, and

Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)

hereinafter called Consultant.

The Owner wishes to employ the Consultant to perform **professional Landscaping Architectural and Architectural** services for

Contract No. R-14-011-101 - Miller Park District + Connectivity Improvement

hereinafter called Project.

In consideration of the provisions contained in this Agreement, the Owner and Consultant following:

ORIGINALS
ARE IN
THE MAIL
DJM

1. **EFFECTIVE DATE**

The effective date of this Agreement shall be _____

2. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.

3. **SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Chattanooga Design and Construction Standards in effect on the date of this agreement.

4. **COMPENSATION**

Owner shall pay Consultant in accordance with the Attachment B, Compensation.

5. **OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

6. **SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements, shall be incorporated into this Agreement

7. **PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule, shall be incorporated into this Agreement.

8. **RATE SCHEDULE**

The Consultant shall provide a schedule of standard hourly rates for all employees to be used in the performance of all contracts with a cost-not-to-exceed basis. This schedule shall be incorporated into the agreement as Attachment F.

9. **INVOICING**

The Consultant will use the format established in Attachment G, Standard Invoice, for all invoices submitted for services on the Project.



10. STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional Landscape Architect and Architect under similar circumstances in the same area of practice. Consultant makes no warranty or guarantee, either expressed or implied, as part of this agreement.

11. INDEMNIFICATION

Consultant hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials to the extent arising out of Consultant's actual negligent performance of Services under this Agreement, including errors or omissions.

Owner hereby agrees to fully indemnify and hold harmless Consultant and any of its officers, employees, or designated agents from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Consultant and any of its officers, employees or designated agents arising out of Owner's negligence to the extent provided by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-201 et seq.

12. INSURANCE

Consultant shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverages as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Consultant shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this section shall survive.

Notwithstanding any other provision of the Agreement, Owner waives any claim against Consultant and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property value.

13. LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for: (1) construction means, methods, techniques, sequences,



procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

14. OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Consultant's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Consultant does not guarantee that costs will not vary from Consultant's cost estimates or that actual construction schedules will not vary from Consultant's projected schedules.

15. REUSE OF DOCUMENTS

All documents, including, but not limited to calculations, drawings, specifications, and computer software prepared by Consultant pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by Owner shall entitle Consultant to compensation at rates to be agreed upon by Owner and Consultant.

16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, calculations, drawings, specifications, and other documents prepared by Consultant as part of the Services shall become and be the sole property of Owner. However, both Owner and Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Consultant.

17. RECORDS RETENTION AND AUDIT PROVISION

The term "Consultant" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.).

- a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Consultant or the Consultant's consultants, shall be made available for inspection and copying upon written request to the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the time expended by the Consultant and its personnel to perform the obligations of this Agreement and the records of expenses incurred by the Consultant in its performance under said Agreement. The Consultant shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good engineering practice, and upon notice during the pendency of any claims or litigation arising from the Project.



- b. The Owner or its assign may audit all financial and related records (including digital) associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Consultant. The Owner may further audit any of Consultant's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.
- c. The Consultant shall at all times during the term of the contract or agreement and for a period of seven years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant. Documents shall be maintained by the Consultant, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Owner at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the Owner.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Owner unless the audit identifies significant findings that would benefit the Owner. The Consultant shall reimburse the Owner for the total costs of an audit that identifies significant findings that would benefit the Owner.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

18. TERMINATION

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. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Consultant. If termination or suspension is for Owner's convenience, Owner shall pay Consultant for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Consultant shall be made to Consultant's compensation.

19. DELAY IN PERFORMANCE

Neither Owner nor Consultant shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and 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 Owner or Consultant under this Agreement. Should such circumstances occur, the nonconforming 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 the Agreement. If the Consultant is delayed in the performance of the services for more than 365 calendar days, either by the Owner or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Consultant, as set forth in Attachment E, Project Schedule, caused by circumstances which are within its control, such delays shall be documented on the Consultant's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Consultant. Completed form shall be retained by Owner for a period of seven years and reviewed prior to consultant selection for City projects. In the event Consultant is delayed in the performance of Services because of delays caused by Owner, Consultant shall have no claim against Owner for damages or contract adjustment other than an extension of time.

20. HAZARDOUS MATERIALS

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Owner and Consultant agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Owner and Consultant also agree that the discovery of unanticipated hazardous materials may make it necessary for the Consultant to take immediate measures to protect health and safety. Owner agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Consultant agrees to notify Owner when unanticipated hazardous materials or suspected hazardous materials are encountered. Owner agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Owner, the Owner agrees to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

21. COMMUNICATIONS

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

Consultant: **Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)**

Wes Michaels
7735 Maple Street
New Orleans, LA 70118
(504) 218-8991
wesmichaels@gmail.com

Collette Creppell
365 Canal Street Suite 3150
New Orleans, LA 70130
(504) 561-8685
ccreppell@eskewdumezripple.com



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7
Date of Issue 10-16-03
Rev. 02-07-14

Owner: City of Chattanooga
Department of Public Works
Engineering Division
Suite 2100, Development Resource Center
1250 Market Street
Chattanooga, TN 37402
(423) 643- 6188

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and Owner.

22. WAIVER

A waiver by either Owner or Consultant 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.

23. DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expenses of mediations.
- c. Such mediation may include the Consultant or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. 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 this Agreement 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.

25. INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Consultant. All prior and contemporaneous communications, representations, and agreements by Consultant, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements, are hereby incorporated into and shall become a part of this Agreement.



26. SUCCESSORS AND ASSIGNS

Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

27. ASSIGNMENT

Neither Owner nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performance of the Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

28. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Consultant.

29. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Consultant, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

30. NON-DISCLOSURE

Consultant agrees not to disclose or to permit disclosure of any information designated by the Owner as confidential, except to the engineer's employees and subcontractors who require such information to perform the services specified in this agreement.

31. NON-DISCRIMINATION

Consultant agrees to comply with all federal, state, and local non-discrimination laws and regulations. Consultant agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Consultant further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

32. DRUG FREE WORKFORCE

Consultant certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1990.

33. FEDERAL OR STATE FUNDING

In the event that the Project is funded in whole or in part by Federal or State grants, Consultant agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.



ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Consultant: **Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)**

Project Number & Name: **Contract No. R-14-011-101 - Miller Park District + Connectivity Improvements**

SCOPE OF SERVICES

1. BASIC SERVICES

The project is specifically defined as: the joint venture of Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR) propose to provide design consulting services to the City of Chattanooga (City or Owner) for its aim to make improvements to Miller Park, Patten Parkway, and MLK Boulevard, revitalizing and enhancing public spaces for the community. The project includes:

- I. Planning, design, architecture, landscape architecture, and/or engineering services for each of the following spaces/projects.
 - a. **MLK Plaza** to connect Miller Plaza, Miller Park, and Patten Parkway. Design to reflect special conditions of the block between our two major center city public parks, and the missing link to Patten Parkway. This plaza should be designed for innovative stormwater performance, as well as day-to-day traffic needs, and mostly as stitches in the fabric to link the three public spaces.
 - b. **Miller Park.** Improvements to enhance usability, accessibility, inclusion, and diverse functionality for all Chattanoogaans.
 - c. **Patten Parkway.** Improvements between Georgia Avenue and Lindsay Street.
 - d. **Miller Plaza.** Improvements to the area in front of the existing stage, some focused improvements to the plaza edge as it runs along MLK Boulevard as well as some overall minor upgrades to plantings and fountains.

For the above items, scope includes design development through construction documents. A Phase 1 project will be defined in coordination with the City in Task 4.b.

- II. Leading public outreach efforts through all Phase 1.
- III. Bid support for construction of Miller Park, MLK Plaza, and Patten Parkway.
- IV. Construction administrative services for Miller Park, MLK Plaza, and Patten Parkway.

TASK 1: Project Management

1.a Project schedule

Deliverables:

- Project schedule available to City staff online, and updated monthly.

1.b Monthly progress reports

Deliverables:

- Monthly progress reports for City staff and Advisory Committee.

1.c Website Materials

Consultant sets up agreed-upon web presence for public information on the project (can be posted on Chattanooga.gov), as well as sharefile system for coordination of City staff and Consultant team.



Deliverables:

- Web strategy for project updates
- Project narrative for website
- Sharefile system for City staff access.

TASK 2: Fact Finding and Synthesis

2.a Document review

Consultants will review relevant plans, documents, and other City ordinances and regulations provided by City staff.

Deliverables:

- List of documents reviewed.

2.b Kickoff meeting/Site Analysis/Stakeholder Interviews

An initial 3-day trip will bring the team to Chattanooga for a series of staff and stakeholder discussions. City staff will lead a tour of the project area, followed by a roundtable discussion with the project's Advisory Committee. The trip will allow the team to experience weekday and weekend activity, including the heavily attended Nightfall concert series which takes place Friday nights May through September. The team will become familiar with the character and context of the city center/Miller Park District, as well as proximate and relevant places, transportation linkages, and upcoming developments. The consultants will meet with representatives from neighborhoods, businesses and industry, government agencies, institutions and nonprofits, as well as existing park users to understand stakeholder perceptions and dreams for the park district.

Deliverables:

- Summary of Advisory Committee discussion and stakeholder interviews.

2.c Crowdsourcing

The consultants will launch an online campaign to crowdsource potential park activities. This platform will include an interactive map for citizens to tag places with desirable activities. A complementary strategy will use a physical display to engage pedestrians in the City Center, as well as Park users without internet access.

Deliverables:

- Online platform that facilitates input on city center open space
- Text-based or physical display/questionnaire to engage users on the street and/or users without internet access
- Summary of crowdsourced ideas.

2.d Public Workshop

A public workshop will focus the stakeholder wants. The Consultant will lead the workshop, with coordination support and facilitation support (if needed) from City staff. During the workshop, the Consultant will communicate findings from stakeholder sessions and crowd sourcing tactics; provide precedents of parks with similar programming elements to discuss their suitability for the city center; and allow participants opportunity to prioritize program elements. The workshop shall be accessible to interested citizens, regardless of technical understanding of urban design.

Deliverables:

- Save the Date file for web/print to advertise workshop and successive public forum (Task 3.a)
- Maps and materials (presentation and physical/paper) for participant review
- Materials to document (narratively and graphically) ideas and priorities of workshop participants.

2.e Synthesis

The Consultant will synthesize results from Tasks 2.b-2.d into clear design priorities.



Deliverables:

- Synthesis of public workshop results (narrative and graphic formats, as well as raw data if applicable)
- Videoconference with key City representatives to confirm design direction.
- Graphic communication of how the expressed priorities translate into programming elements for public space design.

2.f Public Forum

The Consultant will foster dialogue designed around the outcomes of previous engagements in order to communicate how the priorities identified by stakeholders will influence design decisions. Materials will also be posted through the online platform to maintain engagement of online users.

Deliverables:

- Graphic representation of design concepts for the Miller Park District
- Update to online platform
- Summary of public forum results for City staff/Advisory Committee.

TASK 3: Miller Park District Open Space Network Design Concept

Task 3.a Programming Strategies for Miller Park District

Integral to establishing a design concept is defining programming strategies for the Miller Park District. SMM and EDR will identify and summarize intended programming opportunities within the district.

Deliverables:

- Summary of open space programming recommendations.

Task 3.b Design Concept for Miller Park District (30% Design Plans)

After Public Forum input, the consultant will present a design for the Miller Park District open space network—including Miller Park, Miller Plaza, MLK Plaza, and Patten Parkway. The design shall include an overview of core elements such as planned programming strategies, public art installation locations, stormwater management opportunities, multi-modal circulation design, and contemplation of an edge-defining, animating, and properly-scaled structure(s) on the southern edge of Miller Park. This task includes TBD activity for public engagement/verification of design concept.

Deliverables:

- Miller Park District preliminary design
- Update to project website
- Documentation of public feedback
- Videoconference with key City representatives to confirm design direction.
- Final Design Images provided in web and print-ready format

TASK 4: Miller Park, Miller Plaza and MLK Plaza Design and Construction Documents

Task 4.a 60% Design Plans for Miller Park, Miller Plaza and MLK Plaza

The consultant will take the plan from TASK 3 and develop it into a 60% Design Plan, by laying out the project in both horizontal and vertical plan space, with preliminary details of the different elements to be included in the plan. This task includes further definition of programming strategies of the public space.

Deliverables:

- A set of plans that include the existing site conditions with located utilities, the demolition plans, the proposed horizontal layout of the new Miller Park, the Plaza area of M.L. King Blvd, and the changes to be made to the Miller Plaza area in a two dimensional horizontal plan tied to the topographic survey. The plans should show the vertical elements relative to the cut and fill of the existing park, to include the elements relative to the City of Chattanooga Rainwater Management Guide (RMG), vertical alignment changes of the roadway, curb and gutter, etc.



The consultant should also provide information sheets relative to lighting, furniture, bollards, etc. that they plan to propose, as well as the proposed list of plants and trees.

- A report of recommended programming strategies
- Update to project website
- TBD public engagement/verification of design plan.

Task 4.b Phasing Strategy

At the end of Task 4.a, the consultant will use information provided by the City regarding the available funds for implementation to determine a Phase 1 Miller Park and MLK Plaza construction project.

Deliverables:

- A document identifying the Phase 1: Miller Park and MLK Plaza scope items and boundaries with an Estimate of Costs
- A report of recommended future phasing strategies and an Order of Costs for each phase.

Task 4.c 90% Design Plans for Miller Park, Miller Plaza and MLK Plaza

The consultant will then take the plans from the 60% Design Plans and incorporate the comments to produce a 90% Design Plan.

Deliverables:

- The plans should include all horizontal and vertical plan sheets, cross section sheets, that show the proposed drainage, irrigation, conduit and lighting plans, Traffic control plans, Erosion and Sediment Control Plans, Planting Plans, and all detail sections as required for the project.
- Deliverables should also include a bond specification book with the City's standard front end section, a bid schedule, and all detail specifications required for the project.
- TBD public engagement/verification of design plan.

Task 4.d 100% Design Plans for Miller Park, Miller Plaza and MLK Plaza

The consultant will then take the plans from the 90% Design Plans and incorporate the comments to produce a 100% Design Plans.

Deliverables:

- The Bid Package hard set with 20 sets of Flash drives or CD's to be sold as Bid Packages.

TASK 5: Patten Parkway Design and Construction Documents (Separate Package)

Task 5.a 60% Design Plans for Patten Parkway

The consultant will take the plan from TASK 3 and develop it into a 60% Design Plan, by laying out the project in both horizontal and vertical plan space, with preliminary details of the different elements to be included in the plan.

Deliverables:

- A set of plans that include the existing site conditions with located utilities, the demolition plans, the proposed horizontal layout of the new Patten Parkway in a two dimensional horizontal plan tied to the topographic survey. The plans should show the vertical elements relative to the cut and fill of the existing park, to include the elements relative to the City of Chattanooga Rainwater Management Guide (RMG), vertical alignment changes of the roadway, curb and gutter, etc. The consultant should also provide information sheets relative to lighting, furniture, bollards, etc. that they plan to propose, as well as the proposed list of plants and trees.
- TBD public engagement/verification of design plan.

Task 5.b 90% Design Plans for Patten Parkway

The consultant will then take the plans from the 60% Design Plans and incorporate the comments to produce a 90% Design Plan.

Deliverables:



- The plans should include all horizontal and vertical plan sheets, cross section sheets, that show the proposed drainage, irrigation, conduit and lighting plans, Traffic control plans, Erosion and Sediment Control Plans, Planting Plans, and all detail sections as required for the project. Deliverables should also include a bond specification book with the City's standard front end section, a bid schedule, and all detail specifications required for the project.

Task 5.c 100% Design Plans for Patten Parkway

The consultant will then take the plans from the 90% Design Plans and incorporate the comments to produce a 100% Design Plans.

Deliverables:

- The Bid Package hard set with 20 sets of Flash drives or CD's to be sold as Bid Packages.

TASK 6: Bidding Support

Task 6.a Bid Support for Phase 1 of Miller Park and MLK Plaza

Deliverables:

- Bid Support to include, Conducting Pre-Bid Conference, Answering Bidders Questions and Preparing Addendum, Review of Bid Packages to determine the compliance of the Bidder to the Bid requirements, Preparing Bid Tabulation, and making Recommendation of the Lowest and Most Qualified Bid.

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Task 6.b Bid Support for Future Phases of Miller Park, Miller Plaza and MLK Plaza (Supplemental Services)

Deliverables:

- Bid Support to include, Conducting Pre-Bid Conference, Answering Bidders Questions and Preparing Addendum, Review of Bid Packages to determine the compliance of the Bidder to the Bid requirements, Preparing Bid Tabulation, and making Recommendation of the Lowest and Most Qualified Bid.

Task 6.c Bid Support for Patten Parkway (Supplemental Services)

Deliverables:

- Bid Support to include, Conducting Pre-Bid Conference, Answering Bidders Questions and Preparing Addendum, Review of Bid Packages to determine the compliance of the Bidder to the Bid requirements, Preparing Bid Tabulation, and making Recommendation of the Lowest and Most Qualified Bid.

TASK 7: Construction Administrative Services

Task 7.a Construction Administrative Services for Phase 1 of Miller Park and MLK Plaza

To provide Construction Administrative Services for the duration of the construction phase of the projects so as to check and verify the plans and specified elements are constructed in accordance with all plans and specifications.

Deliverables:

- Conduct the Pre-Construction Conference, inviting all required attendance for the project, review and approve/disapprove all submittals, conduct weekly site visits, conduct bi-weekly construction meetings, review and approve pay request, interpret plans and specification as required, answer all RFI's, prepare all CRF's and Change Orders, conduct Substantial Completion walk-thru, prepare punchlist, Final walk-thru, and all closeout document requirements.

Task 7.b Construction Administrative Services for Future Phases of Miller Park and MLK Plaza (Supplemental Services)



To provide Construction Administrative Services for the duration of the construction phase of the projects so as to check and verify the plans and specified elements are constructed in accordance with all plans and specifications.

Deliverables:

- Conduct the Pre-Construction Conference, inviting all required attendance for the project, review and approve/disapprove all submittals, conduct weekly site visits, conduct bi-weekly construction meetings, review and approve pay request, interpret plans and specification as required, answer all RFI's, prepare all CRF's and Change Orders, conduct Substantial Completion walk-thru, prepare punchlist, Final walk-thru, and all closeout document requirements.

Task 7.c Construction Administrative Services for Patten Parkway (Supplemental Services)

To provide Construction Administrative Services for the duration of the construction phase of the projects so as to check and verify the plans and specified elements are constructed in accordance with all plans and specifications.

Deliverables:

- Conduct the Pre-Construction Conference, inviting all required attendance for the project, review and approve/disapprove all submittals, conduct weekly site visits, conduct bi-weekly construction meetings, review and approve pay request, interpret plans and specification as required, answer all RFI's, prepare all CRF's and Change Orders, conduct Substantial Completion walk-thru, prepare punchlist, Final walk-thru, and all closeout document requirements.

TASK 8: Opening Day

Task 8.a Opening Day Event

Create premise for post-construction community celebration that recognizes the collaborations that made the project possible and demonstrates programming intentions for Miller Park/MLK Plaza.

Deliverables:

- Opening day event completed

2. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services.

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:

All standard expenses needed to complete the project are included in the base fees.

Additional travel or other typical reimbursable expenses such as printing or shipping that are outside of the Scope of Services, and at the Owner's request, are not included in the base fee. These items would be charged separately to the Owner as reimbursable expenses. No reimbursable expenses will be incurred without prior written approval of the expense by the Owner.



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7
Date of Issue 10-16-03
Rev. 02-07-14

ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Consultant: **Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)**

Project Number & Name: **Contract No. R-14-011-101 - Miller Park District + Connectivity Improvements**

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Consultant as follows:

- For the Basic Services described in Attachment A, and line itemed below, \$631,000. Payments shall be made monthly in amounts which are consistent with the amount of professional services provided, as determined and agreed upon by the Consultant and the City Project Manager.

Phase (City Schedule Designation)	Fee Cost	Project Fee
Community Engagement	Lump Sum	\$35,000
Schematic Design (30% Design)	Lump Sum	\$109,000
Design Development (60% Design)	Lump Sum	\$181,000
Construction Documentation (90%/100% Design)	Lump Sum	\$254,000
Miller Plaza Design (Through 100% CD)	Lump Sum	\$27,700
Bid Support/Construction Administration	Lump Sum	\$52,000*
	Sub-Total Fee	\$658,700

* Only Scope of Services for Phase 1 of Miller Park and MLK Plaza is included in the fee. Phase 1 is anticipated to consist of Bid Support and Construction Administration on approximately \$2.2 million of construction costs. The extents and items contained in Phase 1 will be determined in coordination with the City in Task 4.b.

- Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Supplemental Services:

Stormwater/Engineering Coordination	Cost Plus Not to Exceed	\$25,000
Geotechnical Services (As Required)	Cost Plus Not to Exceed	\$10,000
	Sub-Total Fee	\$35,000
	Grand Total Fee	\$693,700

The fee proposal does not include future Bid/Construction Administration fees for areas that may be funded in the future. Assuming full build-out of all portions of the projected project (not including Miller Plaza Improvements), additional fees in the range of \$128,000 would



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7

Date of Issue 10-16-03

Rev. 02-07-14

be needed to perform Bid and Construction Administration services for these projects. Not included as part of this agreement.

3. Hourly rates for each classification as defined by the Consultant's rate schedule, see Attachment F. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).
4. Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of 0%. Charges for use of computer equipment or software, local travel, local telephone, project photographs, miscellaneous supplies, and reproduction are not considered reimbursable charges. Allowable project-specific reimbursable expenses shall be outlined in Attachment A.
5. The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
6. The Consultant shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.
7. Invoices shall be submitted using the Standard Invoice form, Attachment G.



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7

Date of Issue 10-16-03

Rev. 02-07-14

ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Consultant: **Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)**

Project Number & Name: **Contract No. R-14-011-101 - Miller Park District + Connectivity Improvements**

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Consultant, the following:

1. Make available to the Consultant the current City of Chattanooga Design and Construction Standards, all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Provide and maintain the Project Website on the City's website, review and upload content provided by Consultant. Provide IT support to interface City website with the Crowdsourcing platform.
3. Examine all plans, specifications and other documents submitted by the Consultant and render decisions promptly to prevent delay to the Consultant.
4. Designate one City of Chattanooga employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Consultant's services.
5. Issue Notice(s) to Proceed to the Consultant for each phase of the design services.
6. Owner will grant or obtain free access to the project site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. Owner will notify any and all possessors of the project site that Consultant has been granted free access to the site. Consultant will take reasonable precautions to minimize damage to the site.
7. Owner will acquire all lands, rights-of-way, and easements necessary for the construction of the project.
8. Owner will make a reasonable effort to evaluate if hazardous materials are on or near the project site, and will inform Consultant of findings relative to the possible presence of such materials.



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7
Date of Issue 10-16-03
Rev. 02-07-14

ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Consultant: **Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)**

Project Number & Name: **Contract No. R-14-011-101 - Miller Park District + Connectivity Improvements**

SUPPLEMENTAL AGREEMENTS

Owner and Consultant agree that the following communications, representations, and agreements by Consultant relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement.



ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Consultant: **Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)**

Project Number & Name: **Contract No. R-14-011-101 - Miller Park District + Connectivity Improvements (Miller Park, Patten Parkway, and MLK Boulevard)**

PROJECT SCHEDULE

Owner and Consultant recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Consultant has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Consultant shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Consultant shall not be responsible for the time required by Owner's representative to review Consultant's submittal. When review is complete, Owner shall, in writing, authorize Consultant to proceed to the next submittal date. After final submittal date, Consultant and Owner shall meet to evaluate Consultant's performance with regard to design schedule. An Consultant's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Consultant. Completed form shall be retained by Owner for a period of seven years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

Schedule: Consultant will make plan submittals to Owner based on the attached schedule.

1. It is understood and agreed that the Consultant shall start the performance of Services within 5 days of receipt of a written Notice to Proceed and shall complete the work in accordance with the contract times set forth herein.



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7
Date of Issue 10-16-03
Rev. 02-07-14

ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Consultant: **Spackman Mossop Michaels (SMM) and Eskew+Dumez+Ripple (EDR)**

Project Number & Name: **Contract No. R-14-011-101 - Miller Park District + Connectivity Improvements**

RATE SCHEDULE

\$250.00 Senior Principal
\$190.00 Principal
\$175.00 Senior Project Architect or Landscape Architect
\$140.00 Project Architect or Landscape Architect
\$125.00 Construction Contract Administrator
\$125.00 Senior Designer
\$125.00 Senior Interior Designer
\$110.00 Designer
\$110.00 Interior Designer
\$110.00 Planner
\$90.00 Architectural or Landscape Architectural Intern
\$80.00 Administrative Support
\$70.00 Design Support



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7
Date of Issue 10-16-03
Rev. 02-07-14

ATTACHMENT G

STANDARD INVOICE

Indicates MANDATORY Item

CONSULTANT LETTERHEAD

INVOICE

ATTN: City Project Manager

REF: **Project Name**

Provided by City

CODE: Consultant Project Number

TERMS: Net 25 days

PO: **City Project Number in format S-02-001-101**

DUE: 08/01/03

Must be Sequential Number

City Project Manager

Invoice Number 5

City Project Manager Title

Dated 07/07/03

City of Chattanooga

Engineering Division/DRC

1250 Market Street, Suite 2100

Chattanooga TN 37402

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

This Breakdown must list each item of the Contract.

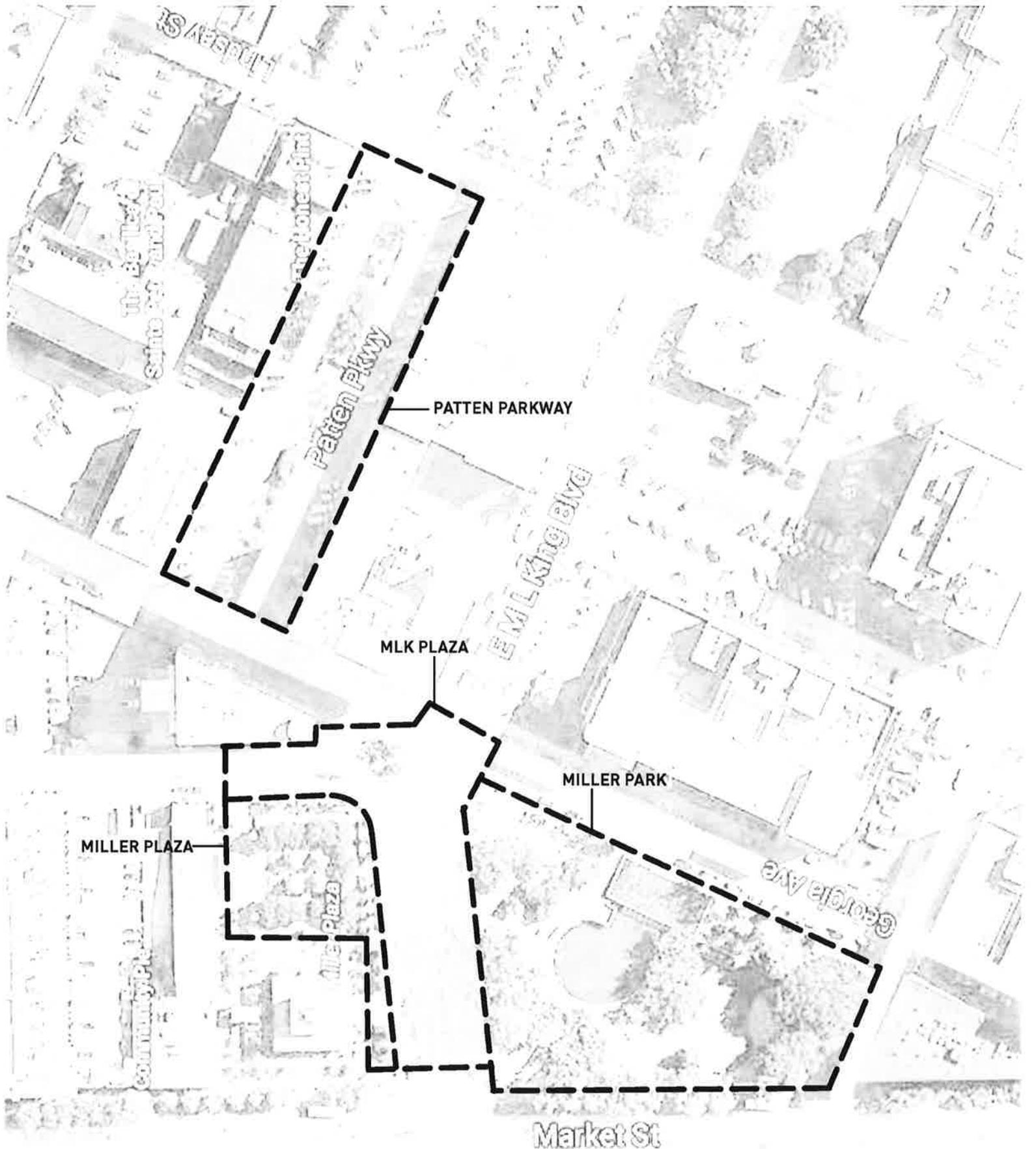
Consultant Project No.	Description	Fee	Fee Basis	Percent Work to Date	Amount Billed	Previous Billed	This Invoice Billed
C03009-01	01 - Design	\$51,500.00	LS	55%	\$28,325.00	\$18,540.00	\$9,785.00
	02 - Survey	\$15,700.00	LS	0%	\$0.00	\$0.00	\$0.00
C03009-02	Barton Avenue and Brown Acres Golf Course Design	\$20,000.00	CP	12%	\$2,391.02	\$2,033.00	\$358.02
C03009-03	Permitting/Easement Assistance	\$5,000.00	CP	6%	\$291.08	\$0.00	\$291.08
C03009-04	Bidding/Construction Assistance	\$10,000.00	CP	0%	\$0.00	\$0.00	\$0.00
C03009-05	Misc. As-Requested Services	\$5,000.00	CP	7%	\$363.85	\$0.00	\$363.85
Total Contract Amount		\$107,200.00			\$31,370.95	\$20,573.00	
TOTAL THIS INVOICE							\$10,797.95

Must Match Contract Amount

Prior Invoices	\$20,573.00
This Invoice	\$10,797.95
Payments	-\$20,573.00
Balance on Account	\$10,797.95

NOTE

- There shall be only one invoice per contract per billing period.
- Any necessary details should be attached as backup.



PATTEN PARKWAY

MLK PLAZA

MILLER PARK

MILLER PLAZA

Market St

EXHIBIT A: SCOPE AREAS