

**RESOLUTION 22-32**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH CT CONSULTANTS, INC. FOR A REDEVELOPMENT PLAN FOR PHASE 1 (OLD TOWN) FOR DOWNTOWN SPRING HILL**

**WHEREAS**, the City of Spring Hill has identified the need for a qualified consultant to prepare a redevelopment plan for Phase 1 (Old Town) of the core character areas of downtown Spring Hill, to include a financing plan for construction of recommended improvements; and

**WHEREAS**, a Request for Qualifications was advertised for Phase 1 (Old Town) and Statement of Qualifications were opened on November 24, 2021; and

**WHEREAS**, two Statement of Qualifications were received with the Town Center Redevelopment Committee ("TCRC") and staff selecting one firm to submit a cost proposal for Phase 1 to enter in to a Professional Services Agreement with the City; and

**WHEREAS**, the TCRC and City staff recommends entering in to a Professional Services Agreement with CT Consultants, Inc. to develop a Downtown Redevelopment Plan for Phase 1 (Old Town) at a cost of \$111,000; and

**WHEREAS**, staff recommends approval of a design contingency in the amount of \$50,000 for a total approved cost of \$161,000.

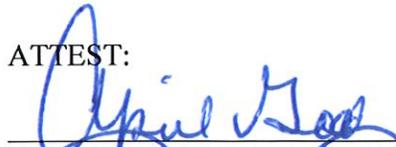
**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Professional Services Agreement with CT Consultants, Inc. for professional services for a redevelopment plan for Phase 1 (Old Town) for downtown Spring Hill in the amount of \$111,000, attached hereto.
2. Approve a contingency in the amount of \$50,000 for a total approved cost of \$161,000.
3. Authorize the Mayor to execute the Professional Services Agreement, attached hereto.

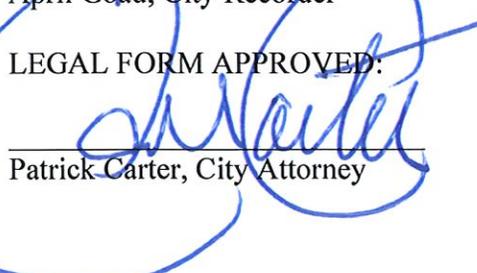
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 22<sup>nd</sup> day of February, 2022.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 22-32*  
**SUBMITTED BY:** Missy Stahl, CIP Manager  
**DATE:** February 7, 2022  
**RE:** To authorize the Mayor to sign a Professional Services Agreement with CT Consultants, Inc. for services for a redevelopment plan for Phase 1 (Old Town) for downtown Spring Hill  
**ATTACHMENTS:** PSA

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**PURPOSE:**

The purpose of this resolution is to authorize the Mayor to sign a Professional Services Agreement with CT Consultants to prepare a redevelopment plan for Phase 1 of the downtown Spring Hill area.

**BACKGROUND:**

The City has identified the need for an outside consultant to prepare a redevelopment plan for Phase 1 (Old Town) of downtown Spring Hill. Phase 2 and Phase 3 (Town Center and Kedron Square) areas will be addressed with a separate agreement. The plan will concentrate on the core character area and include a financing plan for construction of the recommended improvements.

A Request for Qualifications was advertised with Statement of Qualifications opened on November 24, 2021. The RFQ included several areas for which services may be needed, to include:

- Develop a broad conceptual vision and strategy for long-term implementation of comprehensive improvements within, and between the three Character Areas.
- Establish professional architectural design outlining the overall improvements for the Downtown Town Center and noting the phased projects for the area.
- Stimulate economic development. Attract, reinforce, and support the small business district that is developing within the Downtown Town Center area. Its known downtown redevelopment and revitalization has a direct positive benefit on local economies such as creating jobs, increasing property values, attracting tourists, attracting site selectors who are seeking out locations for business expansion or relocation, and it creates a unique sense of place/identity for our citizens.
- Create a cohesive identity for the community (placemaking) for social interaction which will engage citizens, attract companies that create jobs and invest in the community.



- Promote and spotlight Spring Hill's downtown history and culture.
- Implement improvements that promote quality of life for the community resulting in making the city a better place to live, such as improving walkability and accessibility of the downtown area.
- Evaluation and analysis of condition of existing underground utility infrastructure and recommendations for repairs if needed.

Two SOQs were received: CT Consultants, Inc. and LRK Architects. The Town Center Redevelopment Committee and City staff interviewed and evaluated each on five areas of criteria met:

- Specialized experience or technical expertise of the firm in connection with the type of services to be provided. – 25%
- Knowledge of project grants and experience with submissions – 25%
- Past record of performance on contracts with the community and other clients including quality of work, timeliness, and cost control – 10%
- Capacity of firm to perform the work within the time limitations, taking into consideration the current and planned workload of the firm - 15%
- Familiarity with the type of problems applicable to the project – 15%
- Familiarity with local conditions – 10%

Based on the evaluations, CT Consultants was asked to submit a cost proposal. The proposal is for a cost of \$111,000 and will include input, inventory, evaluation; concept development; downtown redevelopment plan; financing plan; and architectural guidelines and code review. The proposal does not include an implementation plan and preliminary and final design/engineering and administration. These fees would be added through a contract amendment when needed. The term of the contract will be for 60 days after completion of the development plan.

Staff recommends a contingency be approved in the amount of \$50,000 for potential design fee amendments. Total approved cost would be \$161,000.

#### **FINANCIAL IMPACT:**

Funding for the plan is budgeted in FY 21/22 in the Streets and Highways fund (110-43100-930). Current available budget is \$325,000.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 22-32 to authorize the Mayor to sign a Professional Services Agreement with CT Consultants to prepare a Redevelopment Plan for Phase 1 (Old Town) for downtown Spring Hill.

## Missy Stahl

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**From:** Rachel Bshero <rachelbshero@gmail.com>  
**Sent:** Wednesday, January 12, 2022 6:48 PM  
**To:** Missy Stahl  
**Cc:** Pam Caskie; Hazel Nieves; jennyblackstock; elizabethdroke; aliciaftn; chrden; wbenedict0419  
**Subject:** [External] TCRC RFQ Selection

**\*\*External Email\*\***

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Good evening!

At our January meeting tonight, the Town Center Redevelopment Committee voted on the submissions for our RFQ for Redevelopment Plan. While both firms presented strong RFQs, we unanimously voted to move forward with CT Consultants.

Please let me know next steps, and if you need any additional information from our team.

Best,  
Rachel Bshero  
TCRC Chair

CONTRACT AND AGREEMENT  
BETWEEN OWNER AND ENGINEER/ARCHITECT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between City of Spring Hill, 199 Town Center Parkway, Spring Hill, Tennessee 37174 (OWNER), and CT Consultants, Inc., 2964 Sidco Drive, Nashville, Tennessee, 37204 (ENGINEER/ARCHITECT), for the following PROJECT:

**DOWNTOWN REDEVELOPMENT  
CITY OF SPRING HILL, TN**

NOW THEREFORE, the OWNER and the ENGINEER/ARCHITECT, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by the ENGINEER/ARCHITECT and payment for those services by the OWNER as set forth below:

THE OWNER WILL:

1. Provide full information as to his requirements for the PROJECT;
2. Assist the ENGINEER/ARCHITECT by placing at his disposal all available information pertinent to the PROJECT;
3. Guarantee access to and make all provisions for the ENGINEER/ARCHITECT to enter upon private property as required to perform his services under this Agreement;
4. Provide all legal, accounting, and insurance counseling services, soil reports, laboratory tests, and governmental permits necessary for the PROJECT;
5. Give prompt written notice to the ENGINEER/ARCHITECT whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect the ENGINEER/ARCHITECT'S performance of services under this Agreement; and
6. Compensate the ENGINEER/ARCHITECT for services rendered under this Agreement.

THE ENGINEER/ARCHITECT WILL:

1. Perform professional services in a timely manner in connection with the PROJECT as described Exhibit "A" Spring Hill, TN Downtown Redevelopment Plan – Scope of Services dated February 14, 2022.
  
2. Provide additional services when requested and authorized by the OWNER

## GENERAL PROVISIONS

### 1. Ownership of Documents

All calculations, drawings, specifications and other work products, whether in hard copy or information on electronic media, of the ENGINEER/ARCHITECT for this PROJECT are instruments of service for this PROJECT only and shall remain the property of the ENGINEER/ARCHITECT and the OWNER whether the PROJECT is completed or not. Reuse of any of the instruments of service of the ENGINEER/ARCHITECT by the OWNER on extensions of this PROJECT or any other project is expressly prohibited without written approval by the ENGINEER/ARCHITECT.

CADD Files: Any use or reuse by the OWNER or others without written verification by the ENGINEER/ARCHITECT or CADD adaptation for the specific purpose intended will be at the OWNER'S risk and full legal responsibility. Furthermore, the OWNER will, to the fullest extent permitted by law, indemnify and hold the ENGINEER/ARCHITECT harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any such adaptation by the OWNER will entitle the ENGINEER/ARCHITECT to additional compensation at his current rate.

Because data stored on electronic media can deteriorate undetected or be modified without the ENGINEER/ARCHITECT'S knowledge, the OWNER agrees that the ENGINEER/ARCHITECT cannot be held liable for the competence or correctness of the electronic data after an acceptance period of 30 days from delivery of the electronic files.

### 2. Termination

This Agreement may be terminated by either party by thirty (30) days written notice. If this agreement is terminated, the ENGINEER/ARCHITECT shall be paid for all services performed to the termination date.

### 3. Standard of Care

The ENGINEER/ARCHITECT'S services as defined herein shall be performed in accordance with the professional engineering/architectural standard of care prevailing at the time and same locality the Services are provided. The OWNER agrees to notify the ENGINEER/ARCHITECT in writing of any problems that arise during the course of this Project and allow the ENGINEER/ARCHITECT to recommend solutions to the problems. If the OWNER proceeds to implement a remedy to a problem without written notification to the ENGINEER/ARCHITECT, the OWNER does so at his own risk and shall have no recourse to ENGINEER/ARCHITECT for any damage or relief.

The OWNER shall add similar language to his contract with the Contractor and/or subcontractor(s) that also notifies the Contractor and/or subcontractor(s) that such procedure shall be followed by the Contractor and/or subcontractor(s) who shall give written notice to all problems to the Owner.

### 4. Disputes

Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by arbitration or mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. In the case of litigation, venue and jurisdiction shall nest in the Circuit Court for Maury County, TN.

### 5. Insurance

The ENGINEER/ARCHITECT shall acquire and maintain statutory workmen's compensation insurance coverage, comprehensive general liability insurance coverage, and professional liability insurance coverage. The OWNER agrees to limit the ENGINEER/ARCHITECT'S liability to the OWNER and to all Construction Contractors and Subcontractors on the PROJECT, due to the ENGINEER/ARCHITECT'S professional negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER/ARCHITECT to those named shall not exceed the ENGINEER/ARCHITECT'S total fee charged for services rendered on this PROJECT, unless an additional fee based on the liability amount requested is paid to the ENGINEER/ARCHITECT prior to the commencement of work by the ENGINEER/ARCHITECT.

6. Disclaimer: Asbestos, Hazardous Waste, Pollution, & Mold

The ENGINEER/ARCHITECT hereby states, and the OWNER acknowledges, that the ENGINEER/ARCHITECT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services related to asbestos, hazardous wastes, pollutions, or to mold. The ENGINEER/ARCHITECT further acknowledges he will not perform work in these areas and if an asbestos, hazardous wastes, pollutions, or mold problem is identified on the OWNER'S site, a qualified consultant will be required. Accordingly, the OWNER hereby agrees to bring no claim for negligence or breach of contract against the ENGINEER/ARCHITECT.

7. Opinions of Costs

Since ENGINEER/ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER/ARCHITECT'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER/ARCHITECT'S best judgment; but ENGINEER/ARCHITECT cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions or probable cost prepared by ENGINEER/ARCHITECT. If, prior to the Bidding or Negotiating Phase, the OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent Cost Estimator.

8. Site Observation

Notwithstanding anything to the contrary which may be contained in this agreement, the ENGINEER/ARCHITECT shall not have control and shall not be responsible for the means, methods, techniques, sequences or procedure or construction or illegal disposal of construction debris nor shall the ENGINEER/ARCHITECT be responsible for the acts or omissions of the owner. ENGINEER/ARCHITECT shall not be responsible for the failure of the owner, any third party architect or engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning the project.

#### PAYMENTS TO THE ENGINEER/ARCHITECT

In accordance with the Terms and Conditions of this Agreement, the OWNER shall compensate the ENGINEER/ARCHITECT Zero dollars (\$0.00) prior to commencement of work on this PROJECT and to pay all balances due to ENGINEER/ARCHITECT when ENGINEER/ARCHITECT delivers monthly and final billing to OWNER or his agent.

The total fee charged will be a Lump Sum Fee of \$111,000.00.

Any Additional Services can be performed upon request for a pre-determined Lump Sum Fee or on a Time and Expenses basis and will be invoiced separately from our Scope of Services as described in the proposal.

#### TIME OF PAYMENT

The OWNER will make prompt payments to the ENGINEER/ARCHITECT in response to his monthly statements. Payments to the ENGINEER/ARCHITECT of the monthly statements will not be contingent upon the OWNER obtaining project funding. All amounts outstanding at the end of thirty (30) days will receive a 1% per month service charge from the 30th day. OWNER agrees to pay all cost of collection incurred by ENGINEER/ARCHITECT in the collection of any monies owed to ENGINEER/ARCHITECT by OWNER which are more than 45 days outstanding. If after 45 days from the date of ENGINEER/ARCHITECT'S statement, OWNER has not made payment in full to ENGINEER/ARCHITECT, ENGINEER/ARCHITECT may, after giving seven days written notice to the OWNER, suspend services under this agreement. In addition to the contract fee, the OWNER shall reimburse the ENGINEER/ARCHITECT for all sales taxes, if any, required to be paid on engineering services.

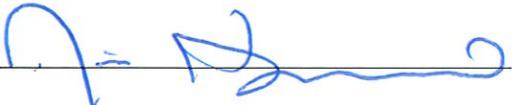
SIGNATURES

Should OWNER be a corporation the person signing this Agreement agrees to take full personal responsibility for the payment of the amounts specified therein.

In witness whereof the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: CITY OF SPRING HILL, TN

ENGINEER/ARCHITECT: CT CONSULTANTS INC.

BY: 

BY:   
James G Golias II, P.E., Regional Manager

FEDERAL ID#/S.S.# 62-0692693

MAJOR



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# EXHIBIT A

## Spring Hill, TN

### Downtown Redevelopment Plan

#### Scope of Services

#### I. Project Area

1. The corridors within the Old Town Project Area are:
  - a. Main Street from Toone Prados Street to Beechcroft Road/Duplex Road
  - b. Walnut Street from McLemore Avenue to Duplex Road
  - c. School Street from Ferguson Road to Duplex Road
  - d. Spruce Street from Maury Hill Street to Depot Street
  - e. Maury Hill Street from Beechcroft Road to Main Street
  - f. Depot Street from Beechcroft Road to Main Street
  - g. McLemore Avenue from Main Street to Walnut Street
  - h. Hardin Alley from Main Street to School Street
  - i. Ferguson Road from Main Street to School Street
  - j. Ayers Street from Main Street to School Street
  - k. Beechcroft Road from Main Street to Maury Hill Street

Refer to Project Area Map included as part of this Exhibit A1.

#### II. Project Goals

The project goals are to:

1. Develop a plan that is reflective of the community's vision for improvements for the corridors within Old Town, while also addressing infrastructure needs.
2. Promote Economic Development.
3. Reinforce and support business growth.
4. Promote Spring Hill's history and culture.
5. Provide connectivity within Old Town and to adjacent neighborhoods and areas.
6. Provide an attractive, inviting, and cohesive identity for the community.
7. Provide architectural guidelines for infill development that contribute to a sense of place appropriate to Old Town.



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8. Promote available sites for development within Old Town, in accordance with redevelopment guidelines.
9. Promote tourism.
10. Implement improvements that promote quality of life for the community.

### **III. Improvement Components**

The Downtown Redevelopment Plan will address the overall physical environment of Old Town, and is anticipated to include:

- a. Overall character of corridors (architecture, history, condition, image, use)
- b. Sidewalks and connectivity/walkability within Old Town and to adjacent parking, public spaces, neighborhoods, and adjacent Character Areas
- c. Pedestrian ramps and crosswalk treatments for accessibility per ADA
- d. Sidewalk pavement materials that contribute to a sense of place
- e. Street/pedestrian lighting of appropriate style and scale
- f. Traffic signalization
- g. Traffic Circulation: vehicular, pedestrian, bicyclists
- h. Potential future widening of Main Street
- i. Signage: wayfinding, traffic control, street identification, and business
- j. Parking needs and image
- k. Public spaces, such as pocket parks and public gathering/event spaces
- l. Street furnishings that contribute to a sense of place and provide for comfort and convenience of pedestrians and bicyclists, such as benches, trash receptacles, bike parking, banners, public art/murals, etc.
- m. Commemorative opportunities for public involvement/fund raising, such as engraved bricks
- n. Street trees and landscaping
- o. Curbing and storm drainage
- p. Underground infrastructure/utility improvements
- q. Overhead utility relocations
- r. Street pavements and markings



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## IV. Downtown (Old Town) Redevelopment Plan Process/Steps

### Step 1. Input, Inventory, and Evaluation

- A. Organize with the Project Steering Committee. The current Town Center Task Force, along with City Assignees will serve in this capacity. The role of the Steering Committee will be to promote the project within the community, serve as a liaison to council and City Administration, and review the work product prepared by the Engineer/Architect, and advise Engineer/Architect with feedback from the community.
- B. Organize/meet with Steering Committee, City Administration, and other Stakeholders that may be identified, to solicit initial input on the project direction.
- C. Gather available existing background information which may include utilities information, previous studies, plans, historic data, comprehensive plans, traffic data, etc.
- D. Perform a walk thru of the project area to observe existing conditions and influences on the project development.
- E. Assist in conducting a public “think tank” meeting to solicit public input to help identify needs and opportunities and the community’s vision, as well as assistance in assembling questions for an on-line survey platform.
- F. Evaluate existing conditions and make preliminary recommendations for improvements based on available existing background information, Steering Committee, City Administration, Stakeholders, and public input, and field observations. The evaluation of existing conditions and preliminary recommendations for the project area will focus on capturing the community’s vision for enhancements and aesthetics, as well as infrastructure improvements.
- G. Prepare a summary of existing conditions, needs, and preliminary recommendations for improvements and review with Steering Committee, City Administration, and Stakeholders. This summary will provide direction for development of the Concepts and the Downtown Redevelopment Plan.

**Work Product: Summary narrative of existing conditions, needs, and preliminary recommendations formatted for distribution to Steering Committee, City Administration, and Stakeholders. The summary narrative can be used for web-based communications.**



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- H. Prepare a base map of the project area from existing available survey or mapping (GIS, aerial photography, etc.).

**Work Product: Base map of project area.**

**Step 2. Concept Development**

- A. Prepare 3-dimensional conceptual design solutions for the proposed improvements within the project area. The conceptual images will capture the community's vision for improvements derived from the community input process. It is anticipated that up to ten 3-dimensional renderings will be prepared. Other images, such as section views or prototypical plans will be used to supplement the three dimensional renderings, if needed, to convey the design intent. These images will be reviewed with the Steering Committee, City Administration, and Stakeholders and will be revised as needed.

**Work Product: Up to 15 Three-dimensional renderings and other images, if needed, to convey the design intent, formatted in booklet form for distribution to the Steering Committee, City Administration, and Stakeholders, and for public presentation/communication use mounted on display boards and digital format for web-based communications.**

**Step 3. Redevelopment Plan**

- A. Prepare an illustrative Plan that indicates the proposed improvements for the corridors within the project area. Review the Plan with the Steering Committee, City Administration, and Stakeholders.

**Work Product: Illustrative Redevelopment Plan formatted for distribution to Steering Committee, City Administration, and Stakeholders, and for public presentation/communication use mounted on display boards and digital format for web-based communications.**

- B. In conjunction with the Steering Committee and City Administration, present the Concepts and the Design Plan at a public meeting.
- C. Prepare a detailed preliminary opinion of probable construction costs for the Redevelopment Plan, broken down by area or block, to be used to develop an achievable funding strategy.

**Work Product: Preliminary opinion of probable construction costs for the project area.**



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- D. Work with the Steering Committee and City Administration to determine an appropriate and achievable phasing plan for the recommended improvements, and determine a phase 1 project area.

**Work Product: Phasing Plan for the Project Area.**

- E. Prepare a schedule for implementation of the determined phase 1 project area to be implemented.

**Work Product: Schedule for Implementation of Phase 1 Project Area.**

**Step 4. Financing Plan for Improvements (for determined Phase 1 Project Area)**

- A. Develop a probable plan for financing improvements for the determined phase 1 project area to be implemented, to match project costs to targeted funding sources (grants, funding agencies, loans, benefactors, local funding, etc.). Meet with the Steering Committee and City Administration to review financing plan; update if needed.

**Work Product: Use and source of funds statement matching project costs to targeted funding sources.**

- B. If needed for promoting the project to potential funding sources, Identify qualitative and quantitative benefits, including projected economic impacts of the project to the community.

**Work Product: Summary of private/public sector benefits**

- C. Prepare a schedule that identifies timetables for targeted funding sources and steps to move the phase 1 project to final engineering and bidding and construction; update if needed.

**Work Product: Schedule of funding sources and project steps required to implement project**

- D. Advise the Steering Committee and City Administration, if required, in preparation of Cooperation Agreements between public and private sector entities, to facilitate project funding.

*Note: Steps 1 through 4 above are intended to demonstrate a well-planned and viable project to potential funding agencies, to seek funding to implement the project.*



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**Step 5. Architectural Guidelines and Code Review/Update Recommendations**

- A. Develop architectural design guidelines for new infill development, and improvements to existing developments/structures in order to reinforce the desired character within the project area. The guidelines are anticipated to include building mass, height, materials, and site layout design guidelines.
- B. Recommend desired uses within the project area for new infill development and re-developments to target desired development/re-development.
- C. Review the current City Unified Development Code and make recommendations for updates to codify recommended architectural design guidelines, along with illustration/exhibits to clarify design criteria.
- D. Review the City's current Unified Development Code (UDC) in order to ensure that proposed amendments to the UDC are easily integrated in the City's current structure, terms are used consistently and associated illustrations match the graphic techniques currently used.
- E. Identify recommendations for UDC updates that will codify the recommended architectural design guidelines, along with illustration/exhibits to clarify design criteria.
- F. Identify recommendations for UDC updates to ensure the desired uses are accommodated in the appropriate Sub-Districts.

**Work Product: Architectural design guidelines, recommendations for desired uses, and code update recommendations.**

***Subsequent Project Steps (not included this Agreement)***

*Note: While not requested by the Owner at this time, these Subsequent Project Steps, 6 and 7, are provided to give the Owner an idea of all steps required to bring a Phase 1 project to construction.*

**Step 6. Implementation Plan**

- A. Assist with preparing grant applications/pre-applications and pre-submittal meetings. The Implementation step involves application to grant and funding entities previously identified in Step 4: Financing Plan for Improvements.

**Work Product: Grant applications prepared/submitted**



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- B. Assist the Steering Committee and City Administration in follow up with grant applications (i.e., meetings with grant reviewers).
- C. Advise the Steering Committee and City Administration in fundraising strategies for improvement items related to the project construction phase, including identifying potential sponsorship/memorial items and corresponding costs.
- D. Coordinate with involved parties to achieve funding commitments for project.

**Work Product: Drafts for grant approvals/legislative authorization**

**Step 7. Preliminary Design, Final Design/Engineering, and Administration for Phase 1 Project Area**

Survey, Geotechnical Investigation, Design Development/Preliminary Engineering, Construction Documents (Drawings and Specifications), Bidding, Construction Administration/Supervision, and Grant Draw-Down.

*This step (which will be included as part of preliminary probable construction costs to be developed under Step 3 above) will be defined when the project progresses to this stage of development and will focus on the determined phase 1 project area to be constructed.*

**V. Schedule**

The following preliminary schedule goals are established for completion and is contingent upon timely reviews. Services will be performed simultaneously where possible.

<u>Steps</u>	<u>Schedule</u>
Step 1. Input, Inventory, and Evaluation	2 Months
Step 2. Concept Development	2 Months
Step 3. Downtown Redevelopment Plan	3 Months
Step 4. Financing Plan	1 Month
Step 5. Architectural Guidelines and Code Review/Recommendations	3 Months
Steps 6 and 7. Implementation Plan and Preliminary and Final Design/Engineering and Administration (not included in this agreement)	TBD



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## VI. Compensation

Fees for professional services outlined in this agreement shall be a lump sum of \$111,000. Payment of the professional services shall be made monthly in proportion to the services performed. Lump sum fee shall be broken down as follows:

<u>Steps</u>	<u>Schedule</u>
Step 1. Input, Inventory, and Evaluation	\$12,000
Step 2. Concept Development	\$35,000
Step 3. Downtown Redevelopment Plan	\$44,000
Step 4. Financing Plan	\$5,500
Step 5. Architectural Guidelines and Code Review/Recommendations	<u>\$14,500</u>
<b>TOTAL</b>	<b>\$111,000</b>
Steps 6 and 7. Implementation Plan and Preliminary and Final Design/Engineering and Administration (not included in this agreement)	TBD

## VII. Owner's Roles and Responsibilities

1. Provide to the Engineer/Architect any available information from within the general area where the Project is to be located, and direct the Engineer/Architect to known sources of information that may be pertinent to the Project.
2. Provide the Engineer/Architect with available existing mapping information for the project area.
3. Keep Engineer/Architect updated on all review comments, public and stakeholder input, and coordination activities.
4. Assist Engineer/Architect in coordination with other consultants, utilities, and jurisdictional agencies.
5. Immediately report any issues or concerns that develop during project design.



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## **VIII. Additional Services (not included in this Agreement)**

While not currently anticipated to be needed to perform the work described in the Scope of Services, if required, Additional Services shall be either negotiated at the time they are requested by the Owner, or invoiced in accordance with Engineer/Architect's Hourly Rate Billing Schedule, plus expenses. Additional services that are not included as part of this Agreement may include, but are not limited to:

1. Providing environmental services.
2. Providing geotechnical services, including soil borings.
3. Providing surveying services.
4. Providing legal descriptions of properties and easements.
5. Preparation of Right-of-Way Plans or easement documents.
6. Submitting plans for review and approvals other than for reviews by the Owner.
7. Making major revisions to drawings or other documents when such revisions are inconsistent with previous Project scope or direction from the Owner.
8. Providing traffic studies, traffic counts, pedestrian counts, signal warrants, signal phasing/timing/and/or signal interconnect/synchronization studies or plans.
9. Step 6, Implementation Plan.
10. Step 7, Preliminary Design, Final Design/Engineering, and Administration for Phase 1 Project Area.
11. Additional meetings, and related expenses, beyond those outlined in the Scope of Services.
12. Additional copies of work products, and related expenses, beyond those outlined in the Scope of Services.
13. Providing any services beyond those listed in the Scope of Services.
14. Providing additional Three-dimensional renderings beyond those indicated in the Scope of Services above. Additional Three-dimensional renderings will be invoiced at the rate of \$2,200 each.



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## IX. Revisions to This Agreement

The Owner may request changes in both scope and amount of services to be performed by the Engineer/Architect. Such changes as mutually agreed upon by and between the parties shall be reduced to writing and approved by both parties prior to undertaking such changes. Any increase or decrease in the amount of payment to the Engineer/Architect arising out of such changes shall likewise be in writing and approved by the parties prior to the commencement of the change work.

## IX. Add Alternate Services

The services outlined in this section pertain to the Town Center Character Area and may be added to this Agreement within sixty (60) days of completion of Steps 1 through 5 above for the Old Town Character Area.

### Project Area:

- a. Town Center Parkway from Kedron Parkway to Beechcroft Road
- b. Kedron Parkway from Main Street to Town Center Parkway
- c. Toone Prados Street from Main Street to Beechcroft Road
- d. Beechcroft Road from Town Center Parkway to Toone Prados Street
- e. Main Street from Kedron Parkway to Toone Prados Street

Refer to Project Area Map included as part of this Exhibit A2.

**Project Goals:** See section II above, except change references of “Old Town” to “Town Center”.

**Improvement Components:** See section III above, except change references of “Old Town” to “Town Center”.

**Town Center Redevelopment Plan Process/Steps:** See Section IV, Steps 1 through 5 above, except change references of “Old Town” to “Town Center”, and reference of 15 Three-dimensional renderings to 8 Three-dimensional renderings.

**Schedule:** See section V above.



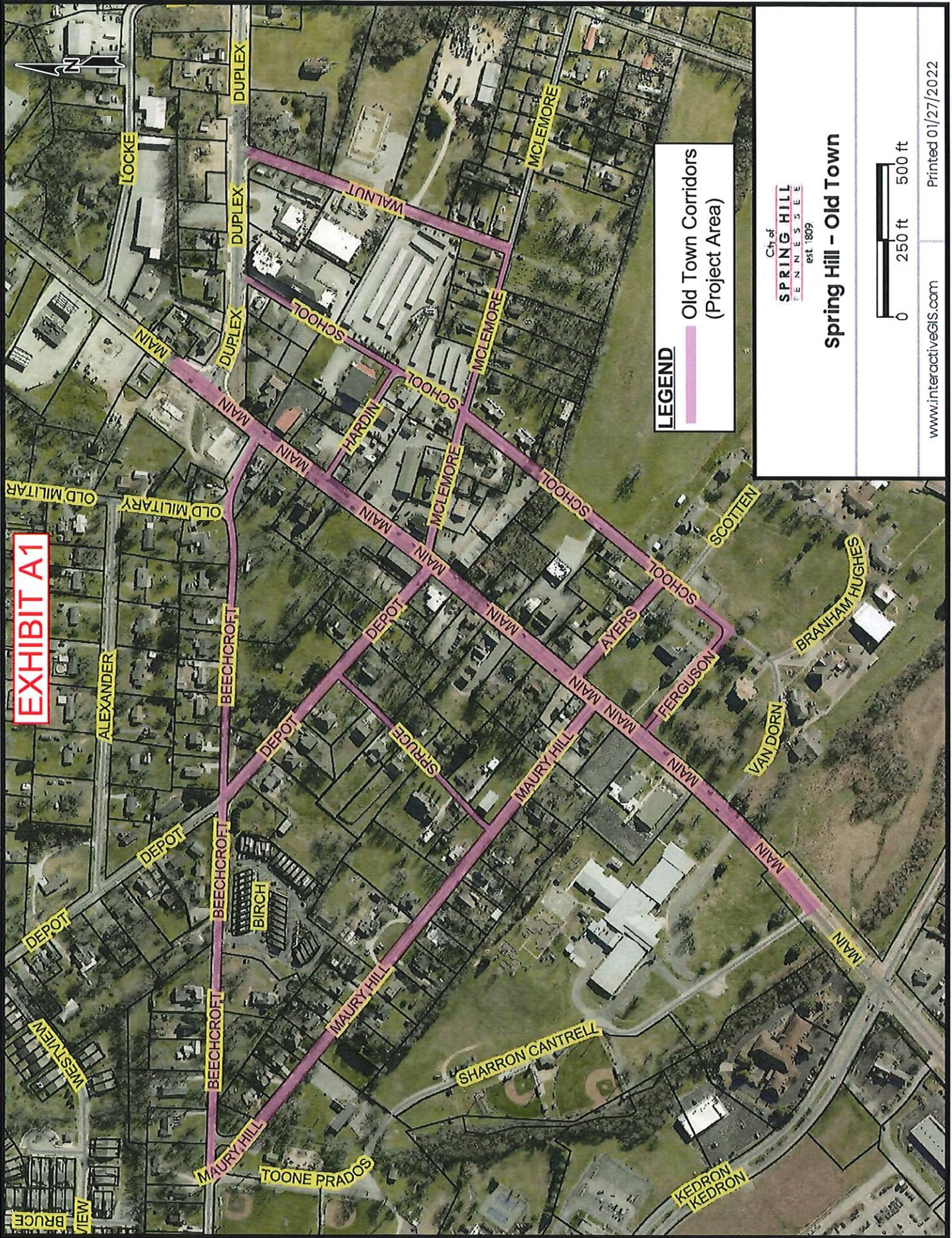
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**Compensation:** Fees for Add Alternate Services shall be a lump sum of \$85,500. Payment of the professional services shall be made monthly in proportion to the services performed. Lump sum fee shall be broken down as follows:

<u>Steps</u>	<u>Schedule</u>
Step 1. Input, Inventory, and Evaluation	\$7,500
Step 2. Concept Development	\$19,500
Step 3. Downtown Redevelopment Plan	\$38,500
Step 4. Financing Plan	\$5,500
Step 5. Architectural Guidelines and Code Review/Recommendations	<u>\$14,500</u>
<b>TOTAL</b>	<b>\$85,500</b>
Steps 6 and 7. Implementation Plan and Preliminary and Final Design/Engineering and Administration (not included in this agreement)	TBD

**EXHIBIT A1**



**LEGEND**

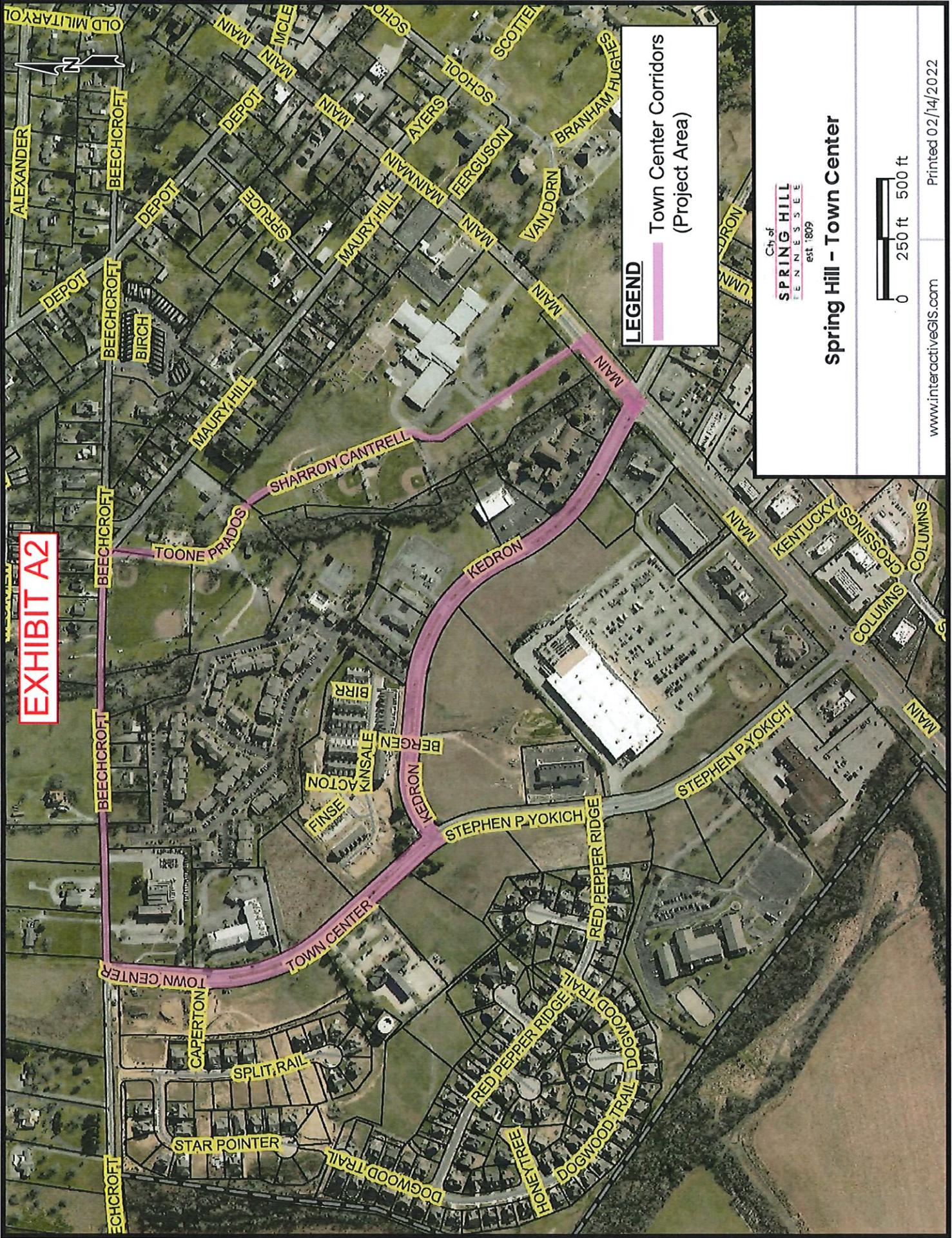
- Old Town Corridors (Project Area)

City of  
**SPRING HILL**  
TENNESSEE  
est. 1809

**Spring Hill - Old Town**



**EXHIBIT A2**



**LEGEND**

Town Center Corridors  
(Project Area)

City of  
**SPRING HILL**  
TENNESSEE  
est. 1809

**Spring Hill - Town Center**

