

RESOLUTION NO. 29422

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GAIL M. GOLDMAN ASSOCIATES, IN SUBSTANTIALLY THE FORM ATTACHED, FOR PUBLIC ART CONSULTANT SERVICES AND THE CREATION OF A PUBLIC ART MASTER PLAN, IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Mayor is hereby authorized to execute an Agreement with Gail M. Goldman Associates, in substantially the form attached, for public art consultant services and the creation of a public art master plan, in the amount of \$60,000.00.

ADOPTED: April 24, 2018

/mem



CITY OF CHATTANOOGA
Independent Contractor Standard Form Agreement

This INDEPENDENT CONTRACTOR SERVICES STANDARD FORM AGREEMENT (hereafter “Agreement”) is prepared by the City of Chattanooga, Tennessee, a municipal corporation, (hereafter referred to as “City”) and sets forth the terms by which the stated Independent Contractor (“Contractor” or “Consultant”) shall perform the services identified in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. This Agreement is entered into as of the Effective Date and for the stated Agreement Term and all renewals as set forth below.

In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

1. **General Terms.**

Effective Date	This Agreement shall be effective upon the date signed by the City’s authorized signatory.
Agreement Term	The Term of this Agreement shall be for a period of seven (7) months.
Renewal Options	None
Contractor Name and Address	Gail M. Goldman Associates, LLC 7660 Fay Avenue, Suite H, PMB 330 LaJolla, CA 92037
Contractor Representative/Project Manager	Gail Goldman [Address same as Contractor.] (858) 490-9270 gail@gmgassoc.com
City Representative/Project Manager	Katelyn Kirnie City of Chattanooga 101 E. 11 th Street, Second Floor Chattanooga, TN 37402 (423) 643-7823 kkirnie@chattanooga.gov
Fees and Expenses Exhibit B	This is a fixed fee Agreement. Contractor shall be compensated at a fixed fee of \$60,000.00 for all services and expenses provided or incurred under this Agreement.

2. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. Contractor is not an employee of the City. The Contractor's relationship to the City shall be that of independent contractor. The Contractor shall not represent or hold himself out to be an employee of City. The Contractor is not eligible to receive any health, medical, wellness or fringe benefits from the City.
3. **Scope of Services.**
 - a. The services ("Services") provided during the term of this Agreement and covered by this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
 - b. Contractor warrants that the Services will be performed in a professional, efficient, and diligent manner consistent with generally accepted industry standards and with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If City determines that any of the Services are not performed in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the Services provided and resolve matters of concern; (b) require Contractor to repeat any substandard Services at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to Section 13 below; or (d) pursue any and all other remedies at law or in equity.
4. **Compensation Terms.**
 - a. The Contractor shall be compensated for Services as set forth in the Fee Schedule, attached hereto as **Exhibit B** and incorporated herein by reference.
 - b. It is understood and agreed that City will not withhold any amount for payment of taxes from the compensation of the Contractor.
 - c. The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Contractor shall invoice the City for services performed. In no event will payment be made prior to receipt of an original invoice. The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.
5. **Supervision of the Work.**
 - a. Contractor shall supervise and direct the Services described on **Exhibit A**, using Contractor's best skill and attention as approved by the Public Art Director of the City of Chattanooga. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the

Services provided hereunder. City will deal only through Contractor, who shall be responsible for the proper execution of the Services.

- b. Any subcontractor relationships or assignment not identified herein or in **Exhibit A** as part of this Agreement, must first be approved by City.
 - c. A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Services. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and City.
 - d. Contractor shall assign only competent personnel to perform any portion of the Services. If at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Services, Contractor shall remove such person or persons immediately upon receiving written notice from City. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.
 - e. Contractor shall be responsible to City for the acts and omissions of Contractor’s employees, subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor.
 - f. Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Services performed by Subcontractor.
6. **Insurance.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage 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.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

7. **Indemnification.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all Third Party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services or Software, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

8. **Intellectual Property Rights in Work Product.** Contractor agrees that all work product it produces within the scope of this Agreement shall be considered "works made for hire" under the federal copyright laws. Contractor hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to City. During the course of this Agreement, Contractor may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit Contractor's use of any knowledge, skills, experience, ideas, concepts, know-

how, and techniques developed prior to or during the course of this Agreement, without limitation, in the development, manufacturing, and marketing of products and services for itself or for other clients. Contractor hereby acknowledges and agrees that any proprietary property of City provided by City to Contractor in conjunction with the services to be performed under this Agreement shall remain the property of City.

9. **Confidentiality.** Contactor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

10. **Performance by Contractor.**

- a. **Conduct on City's Premises** -- The Services shall be performed with the City's full cooperation, on the premises of City or remotely. Contractor agrees, while working on City's premises, to observe City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of City's property, including proprietary or confidential information. Contractor agrees that when it is working on City's premises, its personnel shall observe City's administrative and ethics codes relating to the security, access or use of all or part of City's premises and any of City's property, including proprietary or confidential information.
- b. **Inquiries by City** – Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from City.
- c. **Coordination of Services** – Contractor shall schedule work hours as needed to coordinate services with City staff and external parties.

11. **Records and Retention Audit.** The term “Contractor” 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, Contractor, 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 Contractor, or any of the

Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City 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 Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor 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 professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.

- b. The City, or its assigns, 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 Contractor. The City may further audit any of the Contractor'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 Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) 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 Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City 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 Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies

significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. **Termination for Convenience.** City reserves the right to terminate this Agreement or any part of this Agreement at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the fees reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

13. **Termination for Cause.** City may also terminate this Agreement, or any part of this Agreement, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Late deliveries, deliveries of products which are defective or which do not conform to this Agreement, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. **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 expense of the mediation.
- c. Such mediation may include the Contractor 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.

15. **Delay in Performance.** Neither City nor Contractor 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 City or Contractor 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 Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City 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 Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth in Section 1 of this Agreement. Either party may alter the address to which communications or copies are to be sent by giving notice, provided that notice of a change in address shall be effective only upon receipt of such change of address in conformity with the provisions of this paragraph for giving notice, provided that notice of a change in address shall be effective only upon receipt.

17. **Waiver.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.

18. **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.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga (“City”).

20. **Entire Agreement.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

21. **Successors and Assigns.** City and Contractor 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.

22. **Assignment.** Neither City nor Contractor 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 Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed.

23. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **Relationship of Parties.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, 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.

25. **Amendment**. This Agreement may only be amended or modified in writing signed by the parties hereto.
26. **Non-Disclosure**. Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.
27. **Non-Discrimination**. Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.
28. **Drug Free Workforce**. Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
29. **Federal or State Funding**. In the event that the Project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
30. **Compliance with Laws**. The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

[SIGNATURE PAGE TO FOLLOW]

City of Chattanooga Independent Contractor Services Standard Form Agreement

IN WITNESS WHEREOF, the Parties, as authorized representatives, have executed this Agreement which shall become effective as of the Effective Date stated herein.

Attest:	CITY OF CHATTANOOGA, TENNESSEE
	By:
	Name/Title:

Attest	CONTRACTOR
	By:
	Name/Title:

Verification Statements (Requesting Department and by Assigned Attorney)

Requesting Department verifies no changes have been made to this Standard Form Agreement without prior review & approval by the Office of the City Attorney	
An Attorney for the City has reviewed this Agreement and approves it as to form and legality.	

ATTACHMENTS: Exhibit A Scope of Services; Exhibit B: Fee Schedule

EXHIBIT A
Scope of Services

I. PROJECT SCOPE

The Consultant will work with the Public Art division to develop a 5 - 10 year public art plan for the City of Chattanooga.

II. PHASES

- Task A. Project Initiation and Research
- Task B. Community Outreach and Public Participation
- Task C. Draft Public Art Strategic Plan
- Task D. Final Public Art Strategic Plan

III. DELIVERABLES

Task A. Project Initiation and Research

1. Meet with Public Art Division staff to tour the public art collection, learn about the Public Art Program, and discuss the Public Art Strategic Plan project administration, protocols, deliverables, and schedule.
2. Discuss program vision, mission statement and goals, and strategy for participation of Community Stakeholders/Engaged Organizations.
3. Review existing documents including City of Chattanooga public art policies, procedures and guidelines, and community and urban design plans.
4. Analyze key financial and enabling documents as necessary to understand impact on current program.

Task B. Community Outreach and Public Participation

1. Conduct up to thirty-five (35) individual interviews and/or focus groups with key stakeholders and special constituencies including but not limited to arts and culture leaders, city officials and staff, business and community leaders, corporations and foundations, business owners and residents, universities, youth and senior populations, and others as identified by program staff.
2. Conduct two public forums to gain input from the broader community including residents, business organizations, artists, historians, planners, designers and others.
3. Utilize social media as a means of connecting with Chattanooga residents, visitors, and businesses to solicit comments.
4. Develop a mechanism to survey the public about the role of public art in Chattanooga, including identification of potential artwork sites; make it available online and in print.

5. Maintain a presence on the City of Chattanooga website through which the community can follow the progress of master planning efforts, note opportunities for engagement with the process, and view the project schedule.
6. Give presentations and conduct interviews and work sessions with City staff, Project Advisory Committee, and Public Art Commission.

Task C: Draft Public Art Strategic Plan

1. Analyze the information gathered during Tasks A and B.
2. Develop draft Public Art Strategic Plan that includes:
 - a. Vision statement
 - b. Discussion of community vision and goals
 - c. Summary of research and findings
 - d. Proposed legislation, policies, procedures, and guidelines
 - e. Organizational structure, administration, and staffing recommendations
 - f. City departmental practices vis-à-vis the Public Art Division/Economic and Community Development, including Artist in Residence opportunities
 - g. Role of Public Art Commission as legislated body
 - h. Public art placement opportunities, programming, and priorities
 - i. Map of existing and potential artwork sites
 - j. Recommendations of funding opportunities and partnerships
 - k. Maintenance and conservation standards and practices
 - l. Strategy for ongoing community education and engagement
 - m. Short-term, mid-term and long-range implementation strategies and project priorities
3. Present draft plan to City administration, Council representatives, and the Chattanooga Public Art Commission for conceptual approvals.

Task D. Final Public Art Strategic Plan

1. Refine draft plan incorporating comments.
2. Present final plan to City administration, Council representatives, and the Chattanooga Public Art Commission for final approvals.

IV. SCHEDULE/MILESTONES

Consultant	May 2 - 4, 2018	Project Initiation and Research - Initial Site Visit
Consultant	June - July, 2018	Community Outreach & Public Participation
Consultant	Aug - Oct, 2018	Draft Public Art Strategic Plan

Consultant	Nov - Dec, 2018	Final Public Art Strategic Plan
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V. PLACE OF PERFORMANCE

Consultant shall perform work both onsite in Chattanooga and remotely as necessary to complete deliverables by the schedule outlined.

VI. COMMUNICATION PLAN

City and Consultant shall be responsible for designating a project manager or point of contact to ensure timely response to all requests by/to City and Consultant.

City and Consultant shall hold at minimum bi-weekly status meeting to assess work status against existing work plans and project deliverables.

Ad hoc phone calls and/or web-based meetings may be set up and should be coordinated through the designated communications representatives for City and Consultant.

VII. CHANGE REQUESTS

All requests resulting in a change to the Project Scope, Deliverables or Schedule/Milestones should be requested and approved in writing via a Change Request. The Change Request must indicate the new estimated completion date, provide a description of the change, state the reason for the requested change and indicate any additional charges for the work to be performed.

VIII. ACCEPTANCE

All deliverables at each Phase and the final work product must be accepted in writing by the City. Any cost overruns or change requests, resulting from a failure by the Consultant to secure written Acceptance, will be borne by the Consultant.

EXHIBIT B
Fee Schedule

Payment Terms shall be set forth herein. Consultant shall be paid a total of sixty thousand dollars (\$60,000) for services. Payments will be made in six installments of ten thousand dollars (\$10,000) according to the following schedule and deliverables:

1. \$10,000 to be paid upon completion of Task A and submission of site visit documentation.
2. \$10,000 to be paid upon 50% completion of Task B and completion of first public forum.
3. \$10,000 to be paid upon 100% completion of Task B and completion of second public forum.
4. \$10,000 to be paid upon 50% completion of Task C and completed draft plan outline.
5. \$10,000 to be paid upon 100% completion of Task C and presentation of draft plan.
6. \$10,000 to be paid upon 100% completion of Task D and delivery of final plan.