



Agreement – City of Forest Park, GA Urban Redevelopment Agency
8/13/2024

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide the City of Forest Park Urban Redevelopment Agency (the Client) the following professional services to The Client for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement). The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

1. SERVICES

The Consultant will provide the following services (the Services):

Task 1: Site Visit, Analysis and Data Collection

TSW will walk the site and conduct analysis that will examine:

- Traffic patterns
- Topography
- Ingress and egress points for potential internal road system
- Sight lines, specifically along Centennial Olympic Parkway
- Rights-of-way
- Hydrology – bodies of water, creeks, rivers
- Vegetation – tree canopy and heritage trees

TSW will develop base maps based on the provided GIS data or survey provided by the City.

Task 2: Expand Boundary of the UDA Map

Create an expanded map based on code enforcement and potential redevelopment sites identified.

Task 3: Concept Planning for 330 Forest Parkway / 371 Central Avenue (approximately 7 acres)

TSW will develop a site sketch plan to illustrate a mixed-use plan. The concept plan will include a data sheet with units and square footage by product type and show the following:

- Mixed-use building with commercial/retail ground floor and residential above
- Multifamily buildings with up to 12 units per building. (6-plex, 4-plex, and duplexes)
- Townhouses
- Communal spaces – mailbox clusters, trash and recycling areas, etc.
- Greenspaces – parks, pocket parks, recreation fields, and rambles (found in Alley areas)
- Trail system – pedestrian paths, bike paths if applicable

Illustrative Master Plan. TSW will develop a computer-generated graphic plan that may be used for public engagement and/or marketing purposes based on the preferred concept plan.

3D Perspective Rendering. TSW will develop up to three renderings (eye level or bird's eye) of one area for public engagement and/or marketing purposes.

Task 4: Forest Parkway and Springdale Road (approximately 7 acres)

TSW will develop a land use and street network bubble diagram for this area depicting a redevelopment plan.

Task 5: Meetings

TSW will present the plans at the following meetings.

- **Meeting #1 Listening Session** - TSW will attend a **Listening Session** with the URA board to understand the goals and objectives.
- **Meeting #2 Public Meeting** - TSW will **Conduct a Public Meeting** that focuses on the concept plans developed.
- **Meeting #3** - TSW will present the final draft concept plans to the URA board.

Task 6: Finalize URA Strategic Plan Document

TSW will compile all the concept plans and perspectives based on input from City staff and the URA board. The team will provide one (1) printed copy of the Strategic Plan Document, along with electronic files on CD (original format and PDF and supporting graphics). The document will include, but not be limited to, the following specific components:

- Description of plan process and methodology, data gathering techniques and findings, and general outcomes
- Description of the Meetings
- Overall Recommendations - land use and zoning strategies, placemaking strategies
- Maps and other graphics to support recommendations
- Recommendations

2. EXCLUSIONS

The Consultant will not be responsible for the following services:

- Topography, boundary, and tree surveys in DWG format (AutoCad)
- Legal description(s)
- Soils, utility, drainage, traffic and other engineering base studies
- Construction documents, permitting, and construction administration

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 4 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the Services, an equitable adjustment

will be made in Fees (see Section 5), or in the Schedule (see Section 4), or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

4. SCHEDULE

A. The full length of this Agreement (the Schedule) is as follows:

The term of this Agreement shall commence on the date of execution hereof and shall continue until the completion of the work or March 31, 2025, whichever shall occur later, unless terminated prior thereto, as hereinafter provided. The Client may extend this Agreement for a period of 90 days. The Consultant will provide project deliverables on dates as agreed upon with the client. The Consultant will make every effort to meet agreed upon dates. The Client is aware that failure to submit required information or materials may cause subsequent delays in production. Client delays could result in significant delays in delivery of finished work.

5. FEES

TSW agrees to provide the following services for a not-to-exceed amount of \$37,000.

Task 1: Site Visit, Analysis and Data Collection.	\$4,500
Task 2: Expand Boundary of the UDA Map	\$3,800
Task 3: Concept Planning for 330 Forest Parkway / 371 Central Avenue	\$8,000
Task 4: Forest Parkway and Springdale Road	\$2,500
Task 5: Meetings	\$11,500
Task 6: Finalize URA Strategic Plan Document	\$5,500
Reimbursable expenses	\$1,200

6. ADDITIONAL SERVICES

Work will be completed based on the Schedule. Changes in Client input or direction, excessive changes, or major deviation from the Schedule may be cause for additional services. Any services that the Client requests that is not specified in Section 1 above will be considered an additional service. Such work requires written approval, an amendment to this Agreement and additional fees.

7. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the Services to ensure quality and on-time completion.

8. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 9 below.

9. COPYRIGHTS

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Client. The Consultant shall retain the right to use all copyrighted materials for marketing purposes.

10. PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

11. BILLING AND PAYMENT POLICIES

- A. In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
- B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.
- C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

12. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.
- E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.
- F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

13. DISPUTE RESOLUTION

A. Mediation

1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.
2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the

- date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.
 4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section **Error! Reference source not found.****Error! Reference source not found.**

B. Arbitration

1. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.
3. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

C. Consolidation or Joinder

1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
4. The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

14. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located. The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

Tunnell, Spangler & Associates, Inc.

City of Forest Park Urban
Redevelopment Agency

Date

Date