

RESOLUTION NO. 30939

A RESOLUTION AUTHORIZING THE INTERIM ADMINISTRATOR OF ECONOMIC DEVELOPMENT TO ENTER INTO AN ARTWORK DONATION AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH RIVERCITY COMPANY TO ACCEPT "THE SCRAMBLE", ARTWORK INSTALLATION VALUED AT FIVE HUNDRED FIFTY-THREE THOUSAND SEVENTY-THREE DOLLARS (\$553,073.00), WITH LEFTOVER PROJECT CONTINGENCY FUNDS IN THE AMOUNT OF FIFTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 65/100 DOLLARS (\$57,827.65), DESIGNATED TOWARDS THE PUBLIC ART MAINTENANCE FUND.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Interim Administrator of Economic Development to enter into an Artwork Donation Agreement, in substantially the form attached, with RiverCity Company to accept "The Scramble", artwork installation valued at \$553,073.00, with leftover project contingency funds in the amount of \$57,827.65, designated towards the Public Art Maintenance Fund.

ADOPTED: November 16, 2021

/mem



**ARTWORK TRANSFER AND DONATION AGREEMENT
BETWEEN
THE CITY OF CHATTANOOGA
AND
THE RIVERCITY COMPANY**

This ARTWORK TRANSFER AND DONATION AGREEMENT (the “Agreement”) is hereby entered into by and between THE RIVERCITY COMPANY, a Tennessee nonprofit corporation with an office located at 850 Market Street, Suite 200, Chattanooga, TN 37402 (“RCC”) and the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal office located at 101 E. 11th Street, Chattanooga, TN 37402 (the “City”). This Agreement shall be effective as of the date signed by the City’s authorized signatory (the “Donation Date”).

WHEREAS, RCC commissioned an artwork installation titled “The Scramble” (the “Artwork”) as set forth in the agreement between RCC and the artist which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, RCC has offered to donate the Artwork to the City to be included as part of the City’s public art collection; and

WHEREAS, the City is willing to accept the donation of the Artwork under the terms and conditions herein.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. RCC hereby irrevocably donates, transfers, and conveys all right, title, interest, and ownership of the Artwork to the City. The donation shall be effective as of the date this Agreement is signed by the City.
2. RCC warrants and represents that it is the sole and legal owner of the artwork.
3. RCC certifies that the Artwork is free of encumbrances and does not infringe upon any copyrights.
4. The person executing this agreement on behalf of RCC hereby warrants and represents that he or she has the full competency, power, and authority to bind RCC in accordance with the terms of this Agreement, and that no further action is required to make this agreement valid and binding.
5. RCC hereby confirms that it has completed the Artwork Informational Sheet, which is attached hereto as **Exhibit B**, as well as all required supporting documents, photographs,

etc. which shall also be attached as part of **Exhibit B**. City reserves the right to request additional information about the Artwork from RCC, as deemed necessary by City.

6. The City may remove or de-accession the Artwork at its sole discretion. The City will give RCC the right of first refusal to reacquire the donated Artwork pursuant to the terms and conditions established by the City.
7. The contingency amount of Fifty-Seven Thousand Eight Hundred Twenty-Seven Dollars and 65/100 (\$57,827.65) that the City set aside for the capital project work that was completed simultaneously at the Artwork site will be transferred to the Public Art maintenance fund for the ongoing care and maintenance of the Artwork.

City agrees to provide all maintenance, repair, replacement, and restoration reasonably necessary to keep the Artwork in a good and safe state of condition and repair, and City will regularly inspect the site at which the Artwork is located and will maintain it in a clean and orderly condition, free of rubbish and debris. The City will perform the maintenance, repair etc. for the Artwork as set forth in the Maintenance Plan drafted by the designers of the Artwork, which is attached hereto as **Exhibit C** and incorporated herein by reference.

8. RCC agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of RCC.
9. Additionally, RCC 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 Artwork infringes, violates or misappropriates a valid third party copyright or other proprietary right, provided that RCC is notified promptly in writing of the action and RCC is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.
10. For a period of two (2) years following the City's acceptance of the Artwork, RCC shall maintain general liability insurance coverage, as set forth below, which will satisfactorily insure RCC against claims and liabilities which arise as result of a dangerous or defective condition caused by the Artwork:

- Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.

The City shall not accept the Artwork as a donation until a Certificate of Insurance has been submitted to the City showing proof that RCC has obtained the necessary insurance coverage.

If the above cited policy expires before the end of the two (2) year period, it is RCC's responsibility to forward a renewal Certificate within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificate 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 policy:
 - a) Commercial General Liability
- ii. RCC's insurance must be primary insurance as respects performance of subject contract.
- iii. The policy waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of this Agreement.

11. Any notices, documents, correspondence, or other communications concerning this Agreement shall be addressed to the contact person for each party as set forth below:

If to RCC:

The RiverCity Company
Attn: President & CEO
850 Market Street, Suite 200
Chattanooga, TN 37402

If to City:

City of Chattanooga
Attn: Director of Public Art
101 E. 11th Street
Chattanooga, TN 37402
(423) 643-7830

12. 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.

13. City and RCC 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.

14. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and RCC.

15. This Agreement represents the entire and integrated agreement between City and RCC. All prior and contemporaneous communications, representations, and agreements by

RCC, whether oral or written, relating to the subject matter of this Agreement are hereby incorporated into and shall become a part of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized signatories.

CITY OF CHATTANOOGA

By: _____

Printed Name: _____

Title: _____

Date: _____

THE RIVERCITY COMPANY

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
Artwork Design and Installation Agreements between
RiverCity Company and Michael Singer Studio

**RIVER CITY COMPANY
MEMORANDUM OF UNDERSTANDING
PUBLIC ART + DESIGN COMPETITION**

Competition Name and Phase	First Street Steps Redesign – Semi-Finalist Phase
Party to MOU	River City Company (RCC)
Party to MOU	Michael Singer, Inc. (Design Team)
Public Art Project Name	First Street Steps Redesign
Public Art Project Location	First Street, between Market St. & Cherry St., City of Chattanooga, TN
Request for Qualifications (RFQ) Issue Date	October 7, 2016
Proposal Submission Deadline	Friday, April 21, 2017
Stipend Amount	\$5,000.00

This MEMORANDUM OF UNDERSTANDING (MOU) by and between the above-referenced parties to this MOU sets forth conditions for participation in this Competition.

1. Design Team Selection

The Design Team has been selected by a selection committee appointed by RCC and Public Art Chattanooga to participate in the semi-finalist phase of the First Street Steps Redesign Competition as outlined in the Request for Qualifications (RFQ) issued on the above stated date. Due to the selective nature of this competition, the Design Team may not assign or subcontract the work to be performed as part of this MOU without prior written approval from RCC.

2. Site Visit

The Design Team is responsible for coordinating a mandatory site visit with RCC.

3. Proposal Content

The Design Team agrees to submit, by the above stated Proposal Submission Deadline, a detailed Project Proposal which shall include: a budget outline, proposed installation plans, materials and fabrication methods used in work, fabrication and installation schedule, recommended maintenance instructions, and means of future conservation or restoration that might be required. A scale model and or samples of materials may also be included in this Proposal.

4. Proposal Submission Guidelines

The Design Team agrees to submit the Proposal by the above stated, mutually agreed upon Proposal Submission Date. The Proposal may be presented in person or via phone or video conference.

5. Stipend Payment and Conditions

RCC will render a stipend to the Design Team in the above stated stipend amount in two payments. The first payment of \$3,300.00 will be made upon the full execution of this MOU. The remaining \$1,700.00 will be paid upon delivery of a complete Proposal. The stipend may be used by the Design Team for optional travel to and from Chattanooga and for expenses related to completing the Proposal. RCC shall not be responsible for any other costs incurred by the Design Team. The Design Team agrees to pay any taxes owed on stipend funds.

6. Non-Performance

In the event the Design Team fails to submit a Proposal by the above stated Proposal Submission Deadline, the Design Team must immediately return all stipend funds to RCC. In the event that RCC must pursue legal action to recover the stipend, any action will be brought in the courts of the state of Tennessee, Hamilton County. The Design Team agrees to pay all legal fees accrued by RCC to recover stipend funds.

7. MOU Changes

Any changes to the project or its terms must be agreed to in writing by all parties to this MOU. This MOU does not constitute a selection of the Design Team as a Finalist or to proceed with completion of a public art / design project. RCC reserves the right to reject any and all Proposals.

8. No Liability

RCC and the City of Chattanooga shall have no liability as a result of this MOU. The Design Team agrees to hold harmless and indemnify RCC and the City of Chattanooga, its agents, subcontractors, administrators, officers, officials, and employees for any damages, claims and costs resulting from the Design Team carrying out its responsibilities as outlined in this MOU.

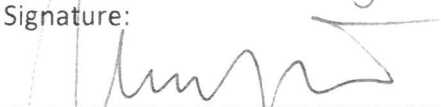

9. Copyright Infringement

The Design Team agrees that he/she shall not infringe upon any copyright, with regard to the work submitted for the competition. The Design Team may copyright the work submitted, provided that the Design Team grants RCC and the City of Chattanooga a license to make photographs, videos or other two dimensional reproductions of the work for marketing, educational and public presentation purposes. If the work is selected, the Design Team agrees to negotiate in good faith to limitations upon derivative works so RCC and the City of Chattanooga will have a unique work of art. The Design Team also agrees to negotiate in good faith for licenses to RCC and the City of Chattanooga with respect to use the work for limited commercial purposes.

10. Contest Cancellation

In the event that this competition is cancelled for any reason, RCC is not responsible for any costs incurred by the Design Team in the completion of this Proposal. Nor is RCC obligated to reschedule any subsequent phases of the competition.

IN WITNESS THEREOF, on this 4 of January, 2017, RCC and the Design Team have read and understood the terms of this MOU and agree to execute their respective responsibilities as outlined in this MOU.

DESIGN TEAM	RIVER CITY COMPANY
Name (print): Michael Singer	Name (print): Jim Williamson
Signature: 	Signature: 

DESIGN DEVELOPMENT AGREEMENT

This **AGREEMENT FOR DESIGN ONLY** (together with all Schedules, the “Agreement”) is made and entered into this 23rd day of June, 2017, by and between RiverCity Company (“Client”), and Michael Singer Inc (“Artist”).

WHEREAS, Client is developing an Environmental Public Artwork (“Project”) located in the public right of way on First Street, between Market Street and Cherry Street, in Chattanooga, TN (“Site”);

WHEREAS, Client desires to obtain public art design services in connection with the development of a design for artwork to be installed at the Site.

WHEREAS, Artist is in the business of creating original works of art;

WHEREAS, Client desires to contract Artist for a Design for artwork (the “Artwork”) and upon Client’s approval fully develop the Artwork Design in anticipation of separately contracted construction documents, fabrication and installation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. The Artist shall provide design services (the “Services”) and deliverables (“Deliverables”) as set forth in Schedule A, which is hereby incorporated by reference into this Agreement. The Services shall result in a Design Development Package Submittal embodying a final design (the “Design”) for the Artwork once approved, including, but not limited to, a plan for fabrication and installation.

2. Schedule of Performance. The parties agree that time is of the essence. Artist shall adhere to the schedule as set forth in Schedule B and shall provide the Design to Client no later than January 30th, 2018.

3. Extension of Time. The Client agrees to grant a reasonable extension of time to Artist in the event that there is a delay caused by the Client, conditions beyond Artist’s control, or pursuant to those circumstances set out in Section 18 of this Agreement. Extensions of time shall comply with the requirements of Section 15 of this Agreement.

4. Compensation. Client agrees to pay Artist **\$30,000.00** plus Reimbursable Expenses (see Section 5 below) related to the design. The payment schedule is set forth in Schedule C, which is hereby incorporated by reference into this Agreement. This compensation assumes three trips by the Artist to Chattanooga for meetings and site visits under this agreement. This compensation is based on “The Scramble” proposal by the Artist; major deviations from this proposal may require additional fees to be negotiated and agreed upon by both parties.

5. Reimbursable Expenses. Client will reimburse Artist for all reasonable expenses incurred in the performance of this Agreement. Reimbursable expenses shall be invoiced by Artist and shall include supporting documentation. These expenses include travel, lodging, food, materials, printing costs, postage and delivery costs. Reimbursable expenses shall not include any mark-ups. Reimbursable expenses also include third party professional consultant expenses necessary to the development of

the Design (ie. Architects, engineers, or landscape architects). Artist agrees that the total fees, plus expenses, shall not exceed **\$54,700** unless Artist obtains specific advance approval from Client in writing. This estimate for Reimbursable Expenses includes estimated engineering fees and assumes three trips by the Artist to Chattanooga for meetings and site visits under this agreement.

6. Invoicing. Invoices for Services and Reimbursable Expenses shall be submitted to: RiverCity Company, 850 Market Street, Suite 200, Chattanooga, TN 37402. Payment as set forth under this Agreement will be made payable to Artist and will be remitted by check to the address indicated in Section 22 below “Notices.” Client will reimburse Artist within (30) calendar days of Client’s receipt of Invoice from Artist.

7. Late Payments. If payments are not made on or before thirty (30) calendar days following Client’s receipt of Artist’s Invoice, but no later than sixty (60) days late, the completion and delivery of the Design may be delayed by an equal number of days or Artist may elect to receive 50% of the remaining amount on Schedule A and terminate this Agreement.

8. Representations and Warranties. Artist represents and warrants that the services rendered pursuant to this Agreement shall result in an original Design that, to the best of Artist’s knowledge, does not infringe on any third party intellectual property rights. Client shall make available for Artist’s examination and use all information regarding the Site and Project, including but not limited to: plans, surveys, specifications, reports, narratives, publications, statistics, records and other information pertinent to Artist’s performance under this Agreement and represents and warrants the accuracy and completeness of the same. Where appropriate, Client shall direct their professional consultants (ie. Architects, engineers, landscape architects, and other design professionals) to work in cooperation with Artist to fully develop the Design and fabrication and/or installation plans for the Artwork. Further, Client shall provide its reviews and approvals of Artist’s design services in a prompt and timely manner.

9. Design Approval Process.

a. **Concept Design.** Within 15 business days after Artist submits to Client the Concept Design Package Submittal as defined in Schedule A, Client shall notify Artist whether it approves or disapproves of the Concept Design. Client may reject the Concept Design, approve it outright, or approve it with conditions. Client shall notify Artist in writing of any revisions to the Concept Design necessary for approval. In this event, Artist shall provide a revised Concept Design within 30 days (after Client has notified Artist of the necessary revisions) for minor revisions or 90 days for major revisions. The aforementioned timeline for revisions may be altered as negotiated and agreed upon by both parties.

b. **Design Development Documents.** Upon approval of the Concept Design, Artist in collaboration with its third party professional consultants shall create a complete and accurate Design Development Package Submittal pursuant to the parameters set out in Schedule A. Client shall notify Artist in writing if any revisions to the Design Development Package Submittal are necessary for approval. In this event, Artist shall provide a revised Design Development Package Submittal within 30 days (after Client has notified Artist of the necessary revisions) for minor revisions or 90 days for major revisions. The aforementioned timeline for revisions may be altered as negotiated and agreed upon by both parties.

c. **Commission.** If Client wishes to proceed with the next phases of work: construction documents, fabrication and/or installation of the Design, subject to approval by the RiverCity Company and the City of Chattanooga's Public Art Committee pursuant to Section 10 below, the parties shall enter into a separate agreement for the commission of the Artwork.

d. **Rejection.** If Client does not wish to commission the Design, Client may not use any part of Artist's Design including, but not limited to the Concept Design and/or the Design Development Documents for future development without the specific written approval of Artist.

10. Further Approvals. In the event that further approvals or reviews are necessary for Client to select Artist's Design for commission, the Artist, as part of this Agreement and for no further compensation except for Reimbursable Expenses, shall prepare the necessary presentation materials for and be available to personally present the same to the appropriate body/bodies for approval to proceed with the commission of the Artwork. The presentation materials requested shall be limited to information already created by the Artist in the Concept Design Package Submittal and/or the Design Development Package Submittal. Client will give Artist no fewer than 15 business days notice of the scope of materials needed and time and location of the meeting.

11. Intellectual Property. The Artist shall retain the copyright and all other intellectual property rights to the Artwork, and hereby grants RiverCity Company and The City of Chattanooga an irrevocable, non-exclusive, royalty free license to graphically reproduce (through photography or otherwise) the image of the Artwork, including but not limited to, the Artwork Design and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by the RiverCity Company, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by RiverCity Company and the City of Chattanooga, for municipal (e.g., education, public information, etc.) purposes. On each such municipal reproduction, the Artist shall be acknowledged, using designations provided by the Artist: "Michael Singer Studio", to be the creator of the original artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished artwork. RiverCity Company and ultimately, the City of Chattanooga shall own the physical embodiment of the artwork including but not limited to, the artwork proposal and all preliminary studies, models, samples and maquettes thereof.

12. Transfer of Title. Simultaneous with Artist's receipt of the final payment, Artist shall transfer title to the Deliverables to Client.

13. Indemnification. Client agrees to indemnify and hold harmless Artist, his/her successors and assigns from any claim or suit arising or resulting from the breach by Client or its agents of any contractual obligations set forth in this Agreement including, but not limited to, Client's warranties set forth in Section 8 of this Agreement and from negligent conduct of Client, its agents, or assigns. Artist agrees to indemnify and hold harmless Client, its successors and assigns from any claim or suit arising or resulting from the breach by Artist of any contractual obligations set forth in this Agreement including, but not limited to, Artist's warranties set forth in Section 8 of this Agreement.

14. Independent Contractor. Artist is furnishing his/her services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.

15. Modification. Any modification of this Agreement shall be in writing and signed by all the parties.

16. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party delivered by certified mail or in person. Termination of this Agreement for any cause shall be without prejudice to any obligations or liabilities of either party accrued prior to or because of such termination. Should Client elect to terminate the Agreement under this Section, Client does not have the right to commission any other party to create the Design, or any part thereof, without the written approval of Artist. Further, Client shall be liable under the payment provisions of this Agreement only for payment for services rendered before the effective date of termination. In the event of a breach, the non-breaching party may terminate this Agreement upon ten (10) days notice to the other, if the breaching party is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.

17. Death or Incapacity of Artist. Should the Artist become ill, disabled, injured, or otherwise incapacitated at any time between the execution of this Agreement and the date of completion, the Artist or one of his representatives will notify Client promptly. In the event of Artist's physical incapacity or death prior to the completion of the Agreement, all payments made up to the point of incapacity or death will be retained by Artist or Artist's estate and all work performed to date of incapacity or death will be compensated. If the Design is substantially completed and it is feasible for the work to be fully completed without undue delay, Client may elect to proceed under the terms of this Agreement with the written consent of Artist's estate. In the event that Client elects to proceed with the completion of the Design, and/or a commission of the Artwork, all remaining work to be completed in accordance with this Agreement will be delegated to Artist's studio personnel.

18. Force Majeure. The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond the control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than one (1) year has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

19. Non-assignability. Artist will not assign, transfer or subcontract the creative and artistic portions of the Design or the Artwork to another party without the prior written consent of Client. Client will assign its rights to the Artwork to the City of Chattanooga promptly upon completion of the artwork and will provide Artist with thirty (30) days notice of the date of that transfer. Upon Client's assignment of rights to the Artwork to the City of Chattanooga it will also delegate all of its duties regarding the Artwork to the City of Chattanooga.

20. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions will remain in effect.

21. Governing Law and Venue. This Agreement and all matters arising out of or relating to this Agreement will be construed and enforced according to the laws of the State of TN, City of Chattanooga and Hamilton County. Unless otherwise agreed, any litigation shall take place in the state or federal courts located in Chattanooga, TN, and the Parties will accept the exclusive jurisdiction of these courts. Each Party agrees to service of process through the procedure defined in the Notices Section 21.

22. Notices. All notice, submittals, requests, and reports required under this Agreement will be hand delivered or sent by certified mail as follows:

For Artist: Michael Singer Studio South
321 NW 1st Avenue
Delray Beach, FL 33444

For Client: RiverCity Company
850 Market Street, Suite 200
Chattanooga, TN 37402

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is transmitted to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices and reports will be delivered is effective when the other party has received notice of the change by certified mail.

23. Dispute Resolution. In the event of any disputes arising from the terms of or performance under this Agreement, the parties shall first attempt resolution through good faith discussion and/or mediation. If discussion and/or mediation do not resolve the dispute(s), the parties may resort to litigation and equitable relief to resolve disputes that still exist after good faith discussion and/or mediation. In addition, either party may seek equitable relief (injunction and/or specific performance) at any time when immediate enforcement or cessation of performance under this Agreement is required to avoid foreseeable damages to relief-seeking party's interests, including but not limited to intellectual property interests.

24. Attorney Fees and Costs. There will be no recovery of fees or costs for mediation. The prevailing party in any court action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements in this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both parties.

26. Non-waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

27. Execution by Counterpart and Facsimile. This Agreement may be executed in counterpart and by facsimile.

SIGNATURES ON FOLLOWING PAGE

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

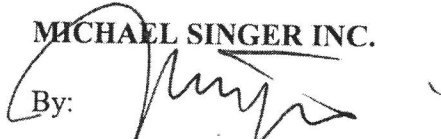
RIVERCITY COMPANY

By: 

Title: VICE PRESIDENT, PLANNING & DEVELOPMENT

Date: JUNE 23, 2017

MICHAEL SINGER INC.

By: 

Title: PRESIDENT

Date: JUNE 23, 2017

SCHEDULE A: Scope of Services

Collaborative Work Sessions: Attend 2 multi-day design work sessions in Chattanooga with the design team to collaborate on the development of the overall project design and the integration of a site-integrated artwork.

Overall Design Contribution: Contribute to the overall design through written documents, sketches, drawings, 3d models or other means.

Concept Design: Develop concept for site integrated artwork through written documents, sketches, drawings, 3d models or other means. All drawings and documents for this phase of work will be combined into a Concept Design Package Submittal.

Design Development: The creation of Design Development drawings and details for approval and acceptance by owner and stakeholders. This may include presentations to stakeholders, development of scale, materials, layout, preliminary structural design, preliminary engineering, and any artwork elements to be incorporated into overall design and a design development level budget. All drawings and documents for this phase of work will be combined into a Design Development Package Submittal.

Artist will also provide the following services once entering into a separate agreement with RiverCity Company for Construction Documents, Fabrication & Installation:

Construction Documents: Upon approval of the Design Development Package Submittal, Artist in collaboration with its third party professional consultants shall create a complete and accurate set of Construction Documents sufficient for fabrication and/or installation of the Project.

Fabrication: Fabrication of all elements covered under this commission. Supervised by artist, including any travel required.

Installation: Installation of elements on site. Includes shipping, and any subcontractors required for installation. Supervised by Artist including travel to Chattanooga.

Documentation: Compile written and/or photo-documentation of commission as required by owner.

Schedule B : Schedule of Deliverables:

Collaborative Work Sessions: Attend 2 multi-day design work sessions in Chattanooga with the design team to collaborate on the development of the overall project design and the integration of a site-integrated artwork. Preliminary site visit during July 2017.

Overall Design Contribution: Contribute to the overall design through written documents, sketches, drawings, 3d models or other means by September 15, 2017.

Concept Design: Develop concept for site integrated artwork through written documents, sketches, drawings, 3d models or other means by November 15, 2017.

Design Development: The creation of Design Development drawings and details for approval and acceptance by owner and stakeholders. This may include presentations to stakeholders, development of scale, materials, layout, preliminary structural design, preliminary engineering, and any elements to be incorporated into overall design, and a design development level budget by January 30, 2018.

SCHEDULE C: PAYMENT SCHEDULE

Design fees will be paid pursuant to an invoice submitted by Artist to Client according to the following schedule:

Payment terms shall be as follows:

\$7,500 or 25% upon execution of this Agreement.

\$7,500 or 25% upon submission of Overall Design Contribution as set forth in this Agreement under Schedule A. "Overall Design Contribution."

\$7,500 or 25% upon submission and pursuant to Client's notification to Artist of approval of the "Artwork Concept Design" as set forth in this Agreement under Schedule A "Concept Design"

\$7,500 or 25% upon Client's notification to Artist of approval of the Design Development Package Submittal as set forth in this Agreement under Schedule A. "Design Development".

Reimbursable Expenses shall be paid as submitted pursuant to this Agreement.



Michael Singer Inc.

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

6.7.18 revised from 5.18.18

Jim Williamson
Vice President, Planning and Development
River City Company
850 Market Street, Suite 200
Chattanooga, TN 37402
jwilliamson@rivercitycompany.com

Jim,

Per our recent communications regarding The Scramble at 1st Street (Project), please accept this Proposal for continued Design Services. This Proposal is based on the prior agreement between Michael Singer Inc. (MSI) and the River City Company (RCC) for Design Development Services – dated and executed on 6.23.17 (Agreement). This Proposal extends the original Agreement from Design Development services (which are complete) through 100% Construction Documents. To accomplish the Scope of Services under this Proposal, MSI will be sub-contracting with several professional service providers including Asa Engineering & Consulting, Inc (ASA) for landscape architecture and civil engineering, Colby Co Engineering (CCE) for structural engineering, and Campbell & Associates, Inc. (CAI) for mechanical, plumbing, fire protection (as needed) and electrical engineering. The aforementioned professional service providers are herein referred to as the Project Team.

Scope of Services

The Scope of Services under this Proposal is based upon the 1.17.18 Scramble Design Package and the 3.30.18 Scramble 60% Design Development Drawings, both previously submitted to RCC. This Scope of Services is intended to provide all necessary engineering and landscape architecture drawings and documents to bring the project to 100% Construction Documents. MSI relies on the Project Team to accomplish the Scope of Services under this Proposal; the Scope of Services for each Project Team member is attached for consideration. As MSI is not a professional service provider, MSI's role is limited to project management and the review and coordination of drawings by and between Project Team members in order to ensure compliance with the design intent of the 1.17.18 Scramble Design Package. Furthermore, MSI will be closely coordinating with the Project Team on the Design Criteria for all project Sculptural Elements as defined on page 15 of the 1.17.18 Scramble Design Package. The Design Criteria drawings are essential to coordinate the Sculptural Elements with the project engineering and landscape architecture and will include guidelines for materials, form, apertures, surfaces, embeds, and integrated lighting (as applicable). The Design Criteria drawings will ultimately inform the shop drawings for the Project Sculptural Elements; shop drawings are not included under this Proposal.

The Scramble project area is on the north side of the eastern half of 1st Street between Cherry Street and Market Street and is concentrated in an area approximately 100' long by 30' wide, with a few project elements a bit to the west. For reference, The Scramble project area is mostly shown on page 7 of the 1.17.18 Scramble Design Package. Improvements beyond this project area (except for utility interconnections), including but not limited to street modifications, bollards, and the transformer screening walls, are beyond the scope of this proposal.

Optional MSI Scope of Services

This Proposal includes an Optional MSI Scope of Services that may be approved by RCC in writing after the execution of this Proposal. The Optional MSI Scope of Services is highly recommended by MSI and includes the following additional work:

- A 2-3 day visit by MSI to Chattanooga to:
 - ❖ meet with RCC, the Project Team, and the City
 - ❖ meet with one or more general contractors
 - ❖ meet with one or more specialty masonry installers
 - ❖ meet with Outdoor Chattanooga to develop the design of the Climbing Wall features
 - ❖ if desired by RCC, conduct one public meeting
- MSI will follow-up with the general contractor(s) and specialty masonry installer(s) to refine the Project Budgets put forth in the 1.17.18 Scramble Design Package.
- MSI will follow-up with Outdoor Chattanooga on specific Design Criteria for the Climbing Wall.

Project Timeline

The project timeline is anticipated to be 14 weeks; 18 weeks if the Optional MSI Scope of Services is approved.

Project Budget

The total Project Budget for the Scope of Services noted above is as follows:

MSI: \$7,250 Project Management and Oversight; Design Criteria Drawings for Sculptural Elements
 MSI: \$5,600 Optional MSI Scope of Services (see above, includes all expenses)
 ASA: \$22,900 Civil Engineering and Landscape Architecture for The Scramble
 CCE: \$15,250 Structural Engineering (includes one site visit)
 CAI: \$9,900 Mechanical, Plumbing, Fire Protection (as needed) and Electrical Engineering

Total: \$60,900

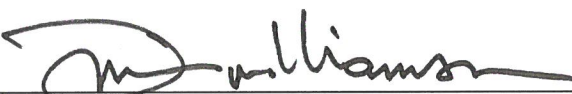
Please see the attached Project Team proposals for additional information. All fees above exclude “phase 2” streetscape work (including, but not limited to, street modifications, bollards and transformer wall) construction administration, shop drawings, and the engineering review of shop drawings. Fees shall be invoiced on a percent completion basis with NET30 payment terms.

All terms and conditions from the 6.23.17 Agreement are carried under this Proposal; additionally all terms and conditions in the attached Project Team proposals apply to this Proposal. Any work not listed under the Scope of Services above (or noted in the following attached proposals) is assumed to be the work of other parties and not the work of MSI or the Project Team. Any services by MSI or the Project Team, beyond the Scope of Services of this Proposal, will be submitted to RCC for approval prior to any commencement of Additional Services.

If you have any questions concerning this Proposal, please call. If you are in agreement, kindly sign and return to MSI for finalization. You may sign, scan, and email the contract if desired.

Michael Singer

Date



Jim Williamson

06/14/2018
Date

May 29, 2018

Via Email: jbregman@michaelsinger.com

Michael Singer Inc.
(c/o Jason Bregman)
Michael Singer Inc.
321 NW 1st Avenue
Delray Beach, FL 33444

**RE: Proposal No. P051018 rev1
Proposal for Professional Services
First Street Scramble – Construction Documents**

Dear Mr. Singer,

Asa Engineering & Consulting, Inc. [Asa] is pleased to provide you this revised professional services proposal for the above referenced project. The following outlines our project understanding, scope-of-services understanding, fee proposal, schedule, and establishes a contractual agreement for the authorized work. Also attached and incorporated as a part of this proposal is Asa's Single Project Agreement and 2018 Schedule of Fees.

PROJECT UNDERSTANDING

Asa understands that **Michael Singer Inc. [Client]** and Asa Engineering was selected by River City Company to develop Construction Drawings for the First Street Scramble and First Street Streetscape Improvements based on the completed 60% design. The Client, in collaboration with Campbell & Associates and Colby Company Engineering, will be responsible for providing documents (MEP, Structural, etc.) to be included in the final Construction Drawing set. The Scramble project area is on the north side of the eastern half of 1st Street between Cherry Street and Market Street and is concentrated in an area approximately 100' long by 30' wide, with a few project elements a bit to the west. For reference, The Scramble project area is mostly shown on page 7 of the 1.17.18 Scramble Design Package. Improvements beyond this project area (except for utility interconnections), including but not limited to street modifications, bollards, and the transformer screening walls, are beyond the scope of this proposal. The following scope does not include public meetings and presentations. If the Client needs Asa to attend or present at any public meetings, an additional scope and fee will be required.

SCOPE-OF-SERVICES UNDERSTANDING

Asa proposes to provide the following services on this project:

A. The Scramble: Construction Documents

Asa will provide professional services associated with the site design and preparation of construction documents for the proposed development. All work outlined below will be performed by, or under the direct supervision of, a Civil Engineer licensed in the State of Tennessee as a Professional Engineer.

1. Attend Concept Meeting with the City of Chattanooga’s Land Development Office: Asa will attend a meeting with the City of Chattanooga’s Land Development Office to discuss the proposed site improvements and to ensure that the civil design objectives meet or exceed current code requirements.
2. Site Improvements: Asa will provide the engineering layout and design of the site improvements, which include a footprint of existing and proposed property improvements.
3. Grading: Asa will provide engineering design and preparation of the construction plans for any proposed grading of the site. Plans will include proposed grade contours and spot elevations sufficient for the construction.
4. Drainage & Stormwater Management: Asa will provide engineering design, layout and preparation of the site development plans for control of stormwater run-off in accordance with the current stormwater management criteria.
5. Construction EPSC Plans: Asa will furnish erosion prevention and sediment control plans for the site that meet or exceed regulatory design standards.
6. Utilities: All mechanical, electrical and plumbing will be designed by Campbell & Associates. Asa will help coordinate utility design into the final construction documents.
7. Coordination and Approvals: If applicable to this project, Asa will provide submittals to and/or secure approvals from the following agencies: City of Chattanooga, Tennessee American Water, TDOT and/or TDEC. Revisions, including comments from the City of Chattanooga, while obtaining the land disturbance permit are included in this scope.
8. Landscape Architecture: Asa will provide landscape architecture design which includes planting plan, irrigation plans, notes and details.

LUMP SUM FEE PROPOSAL

The following is a breakdown of the proposed services and associated fees. Asa will not conduct any additional services beyond the agreed lump sum fees without prior written authorization from the Client. Asa does not anticipate any additional expenses (printing, travel, etc.) as a part of this proposal, but if any expenses are incurred, they will be billed to the Client at cost with no markup. Asa understands that the Client will pay invoices within 30 days of receiving payment from River City Company.

A. Phase 1 – The Scramble: Construction Documents \$22,900

SCHEDULE

Asa will be able to complete the scope of work outlined in this proposal in 3 months from notice to proceed.

SERVICES NOT INCLUDED:

Professional services not included in this proposal are as follows:

- Permit, application, or platting fees
- Site Lighting Plan
- Traffic Study/Impact Studies
- Geotechnical Investigative Services
- Structural Services (retaining walls, buildings, etc.)
- Mechanical, Plumbing, and Electrical Services
- Environmental studies or environmental remediation
- Materials Testing Services

- Construction Management or Construction Inspection Services
- Construction Administration

CONTRACTUAL AGREEMENTS

Our Single Project Agreement is attached and is incorporated as part of this proposal. Please indicate your acceptance by executing the Agreement and returning it to Allen Jones at ajones@asaengineeringinc.com. Unless otherwise requested, Asa will return an electronic copy of the fully executed agreement to the Client's Project Manager via email.

Asa Engineering & Consulting, Inc. appreciates the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact us at 423.805.3700.

Sincerely,

ASA ENGINEERING & CONSULTING, INC.



Christy M. MacKenzie
President / CEO



Allen W. Jones, RLA
Project Manager

WORK AUTHORIZATION

By executing below, you hereby authorize Asa Engineering & Consulting, Inc. to proceed with the work detailed herein and agree to the conditions contained in this document [hereinafter referred to as "Proposal"].

APPROVED AND AUTHORIZED BY:

By: _____
As Its: _____
Date: _____



Single Project Agreement - General Terms and Conditions

This Agreement [AGREEMENT] is made by and between Asa Engineering and Consulting, Inc. [CONSULTANT] and the undersigned [CLIENT]. The parties agree as follows:

1. SCOPE OF WORK; RELIANCE UPON DOCUMENTS

CONSULTANT shall perform such services as are described in this Agreement and any attachments hereto [THE WORK]. Unless agreed otherwise in writing between both parties, CONSULTANT may rely upon the accuracy of plans, and studies prepared by third parties and furnished by CLIENT, or third parties, to CONSULTANT, including the accuracy of the technical data, nontechnical data, interpretations or opinions contained therein.

2. FEES; INVOICES

The CLIENT shall pay CONSULTANT for the Work performed under this Agreement a sum to be calculated as described herein, on attachments to this Agreement or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on CONSULTANT's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. CONSULTANT will submit invoices to CLIENT no more than monthly and a final bill upon completion of the Work. Such invoices will show the appropriate line item charges. A more detailed separation of charges and back-up data will be provided at CLIENT's request. Payment is due upon CLIENT's receipt of payment from River City Company and is past due fifteen (15) days from receipt of payment. CLIENT shall pay a late penalty of one and one-half percent (1 ½ %) per month (18% annually), on past due accounts.

If CONSULTANT personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed in which CONSULTANT is not a party, CONSULTANT shall be reimbursed on a time and material basis in accordance with CONSULTANT's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

3. ACCESS TO THE SITE

The CLIENT will help coordinate if required for right of entry of CONSULTANT personnel and all necessary equipment in order to complete the Work. CLIENT represents and warrants that it has the authority to authorize CONSULTANT to perform the work.

While CONSULTANT will take all reasonable precautions to minimize any damage to City of Chattanooga property, it is understood by the

CLIENT that in the normal course of Work some damage may occur, the correction of which shall not be CONSULTANT's responsibility.

4. CLIENT'S RESPONSIBILITIES – (omitted)

5. UTILITIES

In the execution of its Work, CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold CONSULTANT harmless for any damages to subterranean structures or utilities which are not called to CONSULTANT's attention and correctly shown on the plans, or other documents, furnished by the CONSULTANT.

6. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

7. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, survey data, estimates and other documents prepared by CONSULTANT, as instruments of service for this project, shall remain the property of CONSULTANT, River City Company and the City of Chattanooga. CLIENT agrees that all reports and other work furnished to the CLIENT or its agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.

All documents are for the exclusive use and benefit of the CLIENT only or its agents. Others who use the documents do so at their own peril. CONSULTANT consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project underlying the Work (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the CLIENT. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom CLIENT furnishes such information and reports. No one other than the CLIENT is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

Information contained in signed or sealed drawings should be deemed to be superior to electronic information.

8. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

9. PROFESSIONAL RESPONSIBILITY

CONSULTANT represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the CLIENT, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by CONSULTANT and that the data interpretations and recommendations of CONSULTANT's personnel are based solely on the information available to them. CONSULTANT will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY

A. In no event shall CONSULTANT be liable for property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to site conditions or substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the CLIENT agrees to limit CONSULTANT's liability for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the Work by CONSULTANT under any theory of recovery, such that the total aggregate liability of CONSULTANT shall not exceed \$50,000 or CONSULTANT's total fee for the services rendered on the project, whichever is less. The CLIENT further agrees to require of any contractor and subcontractors an identical limitation of liability to CONSULTANT, which liability may arise on account of CONSULTANT's performance of services or its acts, errors and omissions.

As used in this article 9, the term CONSULTANT shall include any parent, subsidiary or affiliated companies of CONSULTANT and any directors, officers and employees of any of the same.

11. TERMINATION OF SERVICES

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15% of the total

compensation earned to the time of termination to account for the CONSULTANT's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

12. REIMBURSABLE EXPENSES

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the CONSULTANT. Fees paid by CONSULTANT for (c) testing and/or for securing approval of authorities having jurisdiction over the Project and (d) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT, shall be billed as a multiple of 1.20 times the cost paid by the CONSULTANT.

13. INSURANCE

CONSULTANT represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which CONSULTANT deems to be adequate. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. CONSULTANT shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff or other consultants employed by CLIENT.

14. INDEMNIFICATION

The CLIENT shall indemnify and hold CONSULTANT harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorney's fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by CLIENT of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

The CONSULTANT is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

As used in this paragraph, the term CONSULTANT shall mean to include any parent, subsidiary or affiliated companies of CONSULTANT and any directors, officers and employees of any of the same.

15. ASSIGNS

Neither the CLIENT nor CONSULTANT may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

16. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the CLIENT after giving serious consideration to the effects of such an order. Under no circumstances will CONSULTANT take the initiative in issuing this order. CONSULTANT will only provide data and recommendations.

17. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction administration, construction field monitoring and/or testing, CONSULTANT shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the CLIENT and CONSULTANT, in order to observe the progress and quality of the CLIENT's work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow CONSULTANT to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

CONSULTANT shall not supervise, direct or have control over the CLIENT's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. CONSULTANT shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the CLIENT's work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

18. SAFETY

Should CONSULTANT provide observations or monitoring services at the job site during construction, CLIENT agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CONSULTANT does not include review of

the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

19. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or by the CLIENT's representatives, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

20. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This agreement shall be governed by the laws of the State of Tennessee and the United States. Venue for any dispute resolution proceeding arising out of our related to this Agreement shall only be in a court of competent jurisdiction in Hamilton County, Tennessee. To the full extent allowed by applicable law, CONSULTANT and CLIENT hereby waive the right to trial by jury in connection with any litigation or judicial proceeding relating to or concerning, directly or indirectly, this Agreement or the Work.

21. EXTENT OF AGREEMENT

This Agreement and attached exhibits, if any, represent the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON NEXT PAGE

AGREEMENT FOR PROFESSIONAL SERVICES

Date:	<u>5/10/2018</u>
Proposal Number:	<u>P051018</u>
Client's Name:	<u>Michael Singer (c/o Jason Bregman)</u>
Client's Address:	<u>South, 321 NW 1st Avenue, Delray Beach, FL 33444</u>
Phone Number:	<u>561-865-7683</u>
Email Address:	<u>jbregman@michaelsinger.com</u>

Project Name: First Street Scramble Construction Documents
Location/Address: 1st Street, Chattanooga, TN

Project Description: Renovations of First Street
Scope of Services: Civil, Landscape Architecture
Compensation for Services: Lump Sum, Net 30

Special Conditions: Payment required 30 days of receiving payment
from River City Company

Accepted By: _____
(Client's Company Name)

(Client's Signature and Date)

(Print Client's Name and Title)

ASA ENGINEERING & CONSULTING, INC.

(Consultant's Signature and Date)

(Print Consultant's Name and Title)

Please return executed copy of these terms and conditions to the attention of:
Christy M. MacKenzie
cmackenzie@asaengineeringinc.com
423.805.3700



2018 SCHEDULE OF FEES

Unless otherwise agreed to in writing, the following schedule of fees shall apply for direct labor and direct expenses associated with the delivery of services:

1. SCHEDULE OF HOURLY RATES:

01-Professional Services:

01-1	Principal Project Manager Principal Engineer	\$175
01-2	Senior Projects Manager Senior Project Engineer	\$155
01-3	Project Engineer/Scientist	\$125
01-4	Staff Engineer/Scientist	\$105
01-5	Registered Landscape Architect / Land Planner	\$125
01-6	Registered Land Surveyor	\$115
01-7	Historic Preservation Planner	\$95

02-Technical, Administrative & Field Services:

02-1	Survey Crew (1 person)	\$105
02-2	Survey Crew (2 person)	\$140
02-3	Survey Crew (3 person)	\$195
02-4	Survey Crew Chief	\$85
02-5	Survey Tech.	\$55
02-6	CAD Survey	\$90
02-7	Senior Engineering Designer	\$100
02-8	Civil Engineering Designer	\$90
02-9	Design Technician	\$80
02-10	Accounting/Clerical/Admin. Assistant	\$55

03-Construction Services:

03-1	Construction Manager (CEI RPR)	\$100
03-2	Senior Construction Inspector (CEI RPR)	\$85
03-3	Construction Inspector (CEI RPR)	\$75
03-4	EPSC Inspector	\$70
03-5	Stormwater Professional	\$105
03-6	Office Engineer/Contract Accounting Specialist	\$85
03-7	Asphalt/Concrete Plant Inspector	\$75
03-8	Senior Construction Materials Testing Technician (CMT)	\$70
03-9	Construction Materials Testing Technician (CMT)	\$50

2. ADDITIONAL CHARGES

2.1. Travel:

2.1.1.	Direct project mileage (per mile)	\$0.60
2.1.2.	Per-diem for overnight travel (per day)	\$65
2.1.3.	Lodging for overnight travel (per night stay)	\$140

3. OTHER SERVICES AND SUPPLIES

3.1. Charges for services, equipment and facilities not furnished by CONSULTANT, and any unusual items of expense not customarily incurred in our normal operations, are computed as follows:

Actual cost plus 10% will be charged for shipping, subsistence, transportation, outside printing and reproduction, miscellaneous supplies, and rentals.

Actual cost plus 20% will be charged for approved sub-consulting, contract labor, aerial photography, maps review/permitting fees and/or other approved direct cost items.

Sustainable
Structural
Mechanical
Fire Protection
Electrical
Civil
Controls
Architecture



47A York St
Portland, Maine
04101 USA
colbycoengineering.com

June 6, 2018

Michael Singer Inc.
(c/o Jason Bregman)
321 NW 1st Ave
Delray Beach, FL, 33444

Subject: Detailing Engineering Proposal for The Scramble, Chattanooga, Tennessee

Jason:

Thank you for the opportunity to provide a proposal for engineering services related to the detailed design phase of The Scramble, a part of the 1st Street Steps project in downtown Chattanooga, Tennessee. The scope of this work proposed herein is based on the Design Package prepared by Michael Singer, Inc dated 01/17/2018 and the Design Development Set dated 03/30/18. We have outlined our anticipated scope of work, schedule and fee below.

Project Understanding and Scope

Michael Singer Studio (MSI) has requested a proposal from Colby Company Engineering (CCE) to provide structural design services to assist MSI to create construction and detailed documents for The Scramble. This proposal includes the Scramble area only which is considered "Phase 1". This phase is approximately 100' long by 30' wide on the north side of the eastern half of 1st Street between Cherry Street and Market Street. For reference, Phase 1 is generally shown on page 7 of the MSI 1.17.18 Scramble Design Package.

CCE's base scope of work would include:

General

1. Coordination with MSI and outside MEP Engineers and Landscape architects
2. Site Visits: A site visit was not made during design development. One site visit has been budgeted as part of this proposal.

Scramble Project

3. Generating construction documents illustrating our proposed structural design and requirements. These documents will outline the following items:
 - a. Weir / Divider walls and their anchorage within the existing vault
 - b. Specification of Vault fill material
 - c. Stairs within vault
 - d. Climbing Wall and footings
 - e. Guardrail design (structural)
 - f. Pump Room and Footings
 - g. Bumboy Wall Footings and adjacent Walkway

- h. Sculpted Element Details. Sculpted Elements include the following:
 - i. Scramble Elements (multiple shapes/sizes)
 - ii. Benches
 - iii. Water Chambers
 - iv. Climbing Wall pieces (multiple shapes/sizes)
 - v. Lit climbing wall pieces (multiple shapes/sizes)
4. Design "run rules" for elements noted above.

Deliverables

CCE will develop construction documents illustrating the elements described in item #3 & #5 above. "Run-Rules for the fabrication of sculpted elements will be documents via email with sketches when necessary to provide more detail.

Schedule

CCE will work with MSI to create a mutually acceptable schedule. We respectfully ask for a two-week notice for site visits requests.

We anticipate the project design duration to be approximately 12 to 14-weeks contingent on project kick-off timing and receipt of design information.

Fee Proposal

Given the nature of this project, Colby Co. proposes to perform the above described scope of work and deliverables on a time and materials basis, not to exceed contract basis. We recommend budgeting the following design fee:

\$15,250

All travel expenses, up to one site visit, are included in the fee above. No additional reimbursable expenses are anticipated.

Exclusions

For the purposes of this proposal, the following items have been excluded from Colby Co.'s scope.

- Work related to the Streetscape area including bollards and transformer enclosure walls
- Construction Administration and Shop drawing review
- Additional site visits over the allotted one visit
- Architectural and Engineering services not described above

If this proposal is acceptable to you, kindly review and sign the attached terms and conditions and return to our office as our notice to proceed.



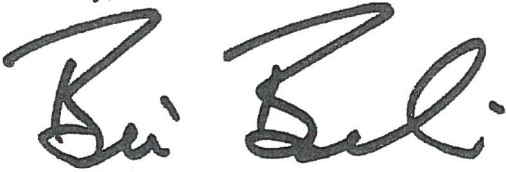
COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com

Thank you for contacting Colby Company for your engineering needs. Please do not hesitate to call with any questions,

Sincerely,

A handwritten signature in black ink that reads "Brian Beaulieu". The signature is fluid and cursive, with the first name "Brian" and last name "Beaulieu" clearly distinguishable.

Brian Beaulieu, PE
Manager of Design

Contract Terms and Conditions

Please note the following items are applicable to Colby Co.'s contracts with clients and vendors. Our receipt of a signed copy of this proposal shall serve as our mutual understanding of the terms of this contract and our notice to proceed. Payment terms are based on the orderly and continuous progression of the work. Invoices will be submitted on a monthly



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com

basis for services performed during the period. Unpaid balances beyond 30 days will be assessed interest at a rate of 1.5 percent. Legal fees associated with collection of unpaid bills will be the responsibility of the client.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Construction Management

If the Owner chooses to retain a Construction Manager ("CM") for the Project, the Owner shall provide to the Consultant, in writing, a list of duties, responsibilities and authority ("DR&A list") the CM has been assigned by the Owner. The Consultant shall be entitled to rely upon the proper performance by the CM of the items on the DR&A list and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions or decisions given by the Owner and CM that are in conflict with the DR&A.

In the event the Owner makes any changes to the CM's DR&A list, the Owner shall notify the Consultant, in writing, in a timely manner. The Consultant shall be entitled to rely solely upon the CM's decisions and directions as to all items listed in the DR&A list. If any owner-directed changes to the CM's DR&A list result in additional time or expense in order for the Consultant to prepare, coordinate or respond to changes to the plans or specifications, the Consultant shall be entitled to an equitable adjustment in fees and schedule for the performance of these additional services.

Termination of Agreement

This agreement may be terminated by either party by thirty (30) days written notice to the other party without cause; or by mutual written agreement of the parties. If this agreement is terminated, Colby Co. shall be paid for the extent of services performed by Colby Co. to the effective date of termination. Further, if this agreement is terminated, Colby Co. shall upon such payment for services, deliver all documents, or copies thereof, covering the scope of work completed and paid for by the client, and provided the client pays for such additional services, Colby Co. shall complete certain work in progress and deliver documents or copies thereof as well. Client shall also reimburse Colby Co. for all of Colby Co.'s termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel, and space and equipment costs.

Signature: _____

Date: _____

Printed Name: _____

Title: _____



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com



CAMPBELL &
ASSOCIATES, INC.
CONSULTING ENGINEERS

June 4, 2018

Mr. Jason Bregman
Michael Singer Inc.
321 NW 1st Avenue
Delray Beach, FL 33444

**SUBJECT: THE SCRAMBLE
ELECTRICAL & PLUMBING ENGINEERING PROPOSAL (revised)**

Dear Jason:

Thank you for the opportunity to submit a proposal for the subject project. Our proposal is in response to your request and based on the schematic plans provided to us in your email dated 1/31/18. Our proposal includes all normal electrical and plumbing engineering design services for the Scramble site, which includes the area on the north side of the eastern half of 1st Street between Cherry Street and Market Street, and is concentrated in an area approximately 100' long by 30' wide, with a few project elements a bit to the west. For reference, The Scramble project area is mostly shown on page 7 of the 1.17.18 Scramble Design Package. Improvements beyond this project area (except for utility interconnections), including but not limited to street modifications, bollards, and the transformer screening walls, are beyond the scope of this proposal. Contract administration would be under a separate project if desired. The 1.17.18 design package and 3.30.18 Design Development packages were used as the basis of this proposal.

Our specific scope of work will include the design of all electrical power distribution to the site from the current main distribution panel located on 1st and Market Street, and distribution to all items requiring power at the site, which will include all electrical needs within the pump room and power for all lighting. Lighting design includes all locations and elements within the scope defined above, including the sculpted Scramble elements, and climbing wall, as well as any transformers, controllers, light sensors or other equipment. We will also specify all required grounding, including any handrails, rebar, or other items as determined.

Our plumbing scope of work will include design of domestic water distribution onsite from the PRV on. It is assumed that your civil engineer will provide the design for domestic water and storm water to the site, we will connect to it, specify the PRV, and local distribution and circulating system, including pump specification. We will also specify the circulating pump, size and design circulating piping. Storm water system design would include water to irrigation system, and associated components such as filtration, controllers, etc., and potentially backup fill for the circulation system with domestic / irrigations supply water. We will also design the connection of the irrigation system to the circulation system. The actual irrigation design will be by others.

Our staff will work closely with your project team, and with representatives of the owner, to provide all aspects of the E&P infrastructure required for the project as detailed above. This includes up to 3 meetings for design coordination here in Chattanooga.

Our engineering services are broken down into design and contract administration activities as follows:

Design Services:

1. Provide full mechanical, electrical, plumbing and fire protection design for the building as detailed above. Coordination sets will be issued at 50%, 95% and CD completion. We will further refine a



**CAMPBELL &
ASSOCIATES, INC.**
CONSULTING ENGINEERS

timeline at the project kickoff, but anticipate approximately 4 weeks to reach 50%, and another 4 weeks to 95%, and 1 week from that point to design completion.

2. Prepare construction documents including drawings and specifications for construction purposes. These documents will be fully coordinated with the Landscape architect and all representatives of the owner prior to issuance.
3. Issuance of contract documents including drawings and specifications to the Landscape Architect. Plans will be signed and stamped in accordance with state requirements, and provided by hard copy and digital .pdf format.
4. Respond and make revisions promptly as required by the Michael Singer, Inc., the Landscape Architect, the owner, state and governing authorities. This will include 2 rounds of final comments on CD's, as well as any corrections required for permitting.

Construction Administration Services (under separate contract if desired):

1. Respond to construction requests for information.
2. Review and comment on all necessary shop drawings.
3. Perform site visits during construction and attend construction progress meetings. Provide reports following site visits. C&A will be present during any critical start-ups to assist and provide support.
4. Review and comment on pay applications.
5. Review and comment on contractor provided close-out documents, including O&M manuals, as-built drawings, etc.
6. Provide electronic building records to the owner upon completion of the project.

Fee Structure

Campbell & Associates will perform the above outlined engineering services for the following fixed fees:

- Electrical and Plumbing Design - \$9,900
- Contract Administration - \$3,800 (under separate contract if desired)

Any additional services requested and approved will be billed hourly in accordance with our hourly rates schedule for associated personnel (attached), or as otherwise negotiated. Reimbursable expenses will be billed at cost plus 15% (none anticipated). We will progress bill the project monthly in accordance with the actual percent of design or construction administration complete. As noted above, all drawings will be provided electronically as well as hardcopies as needed for permitting, etc..

Please execute one copy of this letter and return it to us for our files, indicating your notice to proceed. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Matthew J. Williams

Matthew J. Williams, P.E., LEED AP
President
CAMPBELL & ASSOCIATES, INC.

ACCEPTED BY:

Name

Title

Date



Michael Singer Inc.

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

01.8.19

Jim Williamson
Vice President, Planning and Development
River City Company
850 Market Street, Suite 200
Chattanooga, TN 37402
jwilliamson@rivercitycompany.com

Jim,

Per our recent communications regarding The Scramble at 1st Street (Project), please accept this Proposal for continued Design Services. This Proposal is based on the prior agreement between Michael Singer Inc. (MSI) and the River City Company (RCC) for Design Development Services – dated and executed on 6.23.17 (Agreement) as well as a following design services proposal executed on 6.14.18. This Proposal extends the original Agreement to now include Art Shop Drawing services. To accomplish the Scope of Services under this Proposal, MSI will be contracting with Colby Co Engineering (CCE) for structural engineering and as necessary will be in contact with Asa Engineering & Consulting, Inc (ASA) for landscape architecture and civil engineering and Campbell & Associates, Inc. (CAI) for other engineering support. Support from ASA and CAI are not covered under this Proposal and are assumed covered as a part of their Construction Administration Services.

Scope of Services


The Scope of Services under this Proposal is based upon the 1.17.18 Scramble Design Package (design intent) and the final Issued For Bid (IFB) Construction Documents (CDs) dated from 12.18.18, both previously submitted to RCC. This Scope of Services is limited to precast concrete Art Shop Drawing services for the design of Artistic Elements including Scramble Elements, Sculpted Benches, Water Chambers, and Sculpted Veneer Elements as defined in the drawings noted above. MSI is responsible for all design and drafting services for this Art Shop Drawing phase of work; CCE will advise MSI on structural design criteria and ultimately will review all MSI drawings for compliance with structural engineering requirements. The final MSI Art Shop Drawings will include CCE's review stamp. MSI's Art Shop Drawings will include a key plan and elevations for locating the various Artistic Elements on site. The MSI Art Shop Drawings will include numerous variants of certain Elements; these variants will cover the extended project area to the west defined in Add Alternate #3 of the IFB CDs.

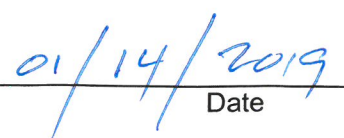
The timeline for this Scope of Services is anticipated to be 12-14 weeks for the signing of this agreement. The total fee for the Scope of Services noted above is \$62,000 and is inclusive of all associated structural engineering services. This fee excludes "phase 2" streetscape work (including, but not limited to bollards and transformer wall elements), construction administration and fabrication services. Due to the completion of ongoing work, 50% of this contract will be invoiced upon execution of this Proposal, with the remaining 50% due upon completion of the Art shop Drawings. All terms and conditions from the 6.23.17 Agreement and the 6.14.18 design services contract are carried under this Proposal. Any work not listed under the Scope of Services above is assumed to be the work of other parties and not the work of MSI or CCE. Any services by MSI or CCE, beyond the Scope of Services of this Proposal, will be submitted to RCC for approval prior to any commencement of Additional Services.

If you have any questions concerning this Proposal, please call. If you are in agreement, kindly sign and return to MSI for finalization. You may sign, scan, and email the contract if desired.

Michael Singer

Date


Jim Williamson


Date



Michael Singer Inc.

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

01.15.20

Jim Williamson
Vice President, Planning and Development
River City Company
850 Market Street, Suite 200
Chattanooga, TN 37402
jwilliamson@rivercitycompany.com

Jim,

Per our recent communications regarding The Scramble at 1st Street (Project), please accept this Proposal for Art Shop Drawings Additional Services (Proposal). This Proposal is based on the prior agreement between Michael Singer Inc. (MSI) and the River City Company (RCC) for Art Shop Drawing Services – dated 1.8.19 and executed on 1.14.19 (Agreement). This Proposal modifies and extends the original Agreement to cover the creation of additional Art Shop Drawings by MSI for the Scramble Project.

MSI will continue to contract with Colby Co Engineering (CCE) for structural engineering and as necessary will be in contact with Asa Engineering & Consulting, Inc (ASA) for landscape architecture and civil engineering and Campbell & Associates, Inc. (CAI) for other engineering support. All Art Shop Drawing review services by CCE are covered under the original Agreement and this Proposal. Support from ASA and CAI are not covered under this Proposal and are assumed covered as a part of their Construction Administration Services. CCE will advise MSI on structural design criteria and ultimately will review all MSI drawings for compliance with structural engineering requirements. The final MSI Art Shop Drawings will include CCE's review stamp.

Additional Services

The Additional Services under this Proposal is based upon the 1.17.18 Scramble Design Package (design intent) and the final Issued For Bid (IFB) Construction Documents (CDs) dated from 10.22.19, both previously submitted to RCC. The Additional Services under this Proposal are limited to precast concrete Art Shop Drawing services for the new Scramble Elements necessary for the implementation of the revised 10.22.19 Scramble design. The new Scramble Elements include new Small and Medium Scramble Elements. This Proposal also removes all Art Shop Drawings for Sculpted Veneer Elements from the original Agreement. The removal of the Veneer Elements has acted as a credit against the cost of the new Scramble Elements to keep Project costs to a minimum.

The timeline for this Scope of Services and that of the original Agreement will run concurrently with the Agreement for Fabrication of Sculpted Elements for The Scramble on 1st Street contract dated 1.7.20 and executed on 1.9.20. Art Shop Drawings will be produced in batches for RCC and any 3rd party approvals. The fee for these Additional Services is \$4,200 which is in addition to the fee amount in the original Agreement. All other terms and conditions from the 1.8.19 Agreement are carried under this Proposal. Any work not listed under the Scope of Services above is assumed to be the work of other parties and not the work of MSI or CCE. Any services by MSI or CCE, beyond the Scope of Services of this Proposal, will be submitted to RCC for approval prior to any commencement of Additional Services.

If you have any questions concerning this Proposal, please call. If you are in agreement, kindly sign and return to MSI for finalization. You may sign, scan, and email the contract if desired.

Michael Singer

Date


Jim Williamson

02/10/2020
Date



Michael Singer Inc.

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

9.10.19

Jim Williamson
Vice President, Planning and Development
River City Company
850 Market Street, Suite 200
Chattanooga, TN 37402
jwilliamson@rivercitycompany.com

Jim,

Per our recent communications regarding The Scramble at 1st Street (Project), please accept this Proposal for continued Value Engineering (VE) Design Services. This Proposal is based on the prior agreements between Michael Singer Inc. (MSI) and the River City Company (RCC) for Design Services – specifically the contract dated and executed on 6.14.18 (Agreement). This Proposal extends the original Design Development services and the Agreement in order to provide VE services to the Project. To accomplish the Scope of Services under this Proposal, MSI will be sub-contracting with several professional service providers including Asa Engineering & Consulting, Inc (ASA) for landscape architecture and civil engineering, Colby Co Engineering (CCE) for structural engineering, and Campbell & Associates, Inc. (CAI) for mechanical, plumbing, and electrical engineering. The aforementioned professional service providers are herein referred to as the Project Team.

Scope of Services

The Scope of Services under this Proposal is based upon the 12.18.18 “Issued for Bid” Project Team Construction Drawings, previously submitted to RCC and the agreed VE Summary (dated 8.12.19) approved by RCC and the City of Chattanooga (City). This Scope of Services is intended to provide all necessary engineering and landscape architecture drawings and documents to bring the Project, with all VE changes, to 100% Construction Documents. MSI relies on the Project Team to accomplish the Scope of Services under this Proposal; the Scope of Services for each Project Team member is attached for consideration. As MSI is not a professional service provider, MSI's role is limited to the layout of art elements, project management and the review and coordination of drawings by and between Project Team members in order to ensure compliance with the Project design intent. As in prior design phases, MSI will be closely coordinating with the Project Team on the Design Criteria for all project Sculptural Elements. Shop drawings for Sculptural Elements are not included under this Proposal and are covered under a separate agreement between MSI and RCC.

The Scramble project area is on the north side of the eastern half of 1st Street between Cherry Street and Market Street and is concentrated in an area approximately 100' long by 30' wide, with a few project elements a bit to the west. Improvements beyond this project area (except for utility interconnections and specific Add Alternates), including but not limited to street modifications, bollards, and the transformer screening walls, are beyond the scope of this proposal.

Project Timeline

The timeline to implement this VE design for the project is anticipated to be 4-6 weeks. It is understood that RCC and the City require updated drawings as soon as possible for the General Contractor to re-bid the Project. MSI will do everything it can to help facilitate a quick deliverable for this phase of work but is heavily reliant on the timeliness of the entire Project Team in order to expedite these drawings.

Project Budget

The total Project Budget for the Scope of Services noted above is as follows:

MSI: \$4,100 Project Management and Oversight; Layout and Massing Drawings for new Scramble Elements
ASA: \$9,500 Civil Engineering and Landscape Architecture for The Scramble
CCE: \$2,100 Structural Engineering
CAI: \$6,200 Mechanical, Plumbing, and Electrical Engineering (includes \$1,000 for handrail lighting)

Total: \$21,900

Please see the attached Project Team proposals for additional information. All fees above exclude construction administration, shop drawings, and the engineering review of shop drawings. Fees shall be invoiced on a percent completion basis with NET30 payment terms.

All terms and conditions from the 6.14.18 Agreement and the original 6.23.17 agreement between MSI and RCC, are carried under this Proposal; additionally all terms and conditions in the attached Project Team proposals apply to this Proposal. Any work not listed under the Scope of Services above (or noted in the following attached proposals) is assumed to be the work of other parties and not the work of MSI or the Project Team. Any services by MSI or the Project Team, beyond the Scope of Services of this Proposal, will be submitted to RCC for approval prior to any commencement of Additional Services.

If you have any questions concerning this Proposal, please call. If you are in agreement, kindly sign and return to MSI for finalization. You may sign, scan, and email the contract if desired.

Michael Singer for Michael Singer Inc.

Date



Jim Williamson for the River City Company

09.10.2019

Date

September 10, 2019

Via Email: jbregman@michaelsinger.com

Michael Singer
(c/o Jason Bregman)
Michael Singer Inc.
South, 321 NW 1st Avenue
Delray Beach, FL 33444

**RE: Proposal No. P070717
Proposal for Professional Services
First Street Steps – Addendum #2**

Dear Mr. Singer,

Asa Engineering & Consulting, Inc. [Asa] is pleased to provide you this additional scope of services for the above referenced project. The following outlines our project understanding, scope-of-services understanding, hourly fee proposal, proposed schedule, and establishes a contractual agreement for the authorized work.

PROJECT UNDERSTANDING

The bids for The Scramble came back higher than anticipated, so the City of Chattanooga has decided to revise the project to lower the cost. The details of the Value Engineering (VE) summary were provided by the Client on August 12, 2019. A quick summary of the major element changes includes removing the climbing wall element, all stairs are to remain, and the scramble elements will continue along the south side of the existing stairs that are to remain. All plans will need to be updated to reflect the proposed VE Summary. Updated construction drawings will be issued for pricing and the Land Disturbance Permit will also need to be updated.

SCOPE-OF-SERVICES UNDERSTANDING

Asa proposes to provide the following services on this project:

A. Design Revision

Asa will provide professional services associated with the design revision phase of this project.

- a. Meetings: Asa will attend meetings with the Client, the design team, and/or the City of Chattanooga as needed.
- b. Design of Elements and Drawings: Asa will provide a set of revised design construction drawings for the VE Items. This drawing set will include all associated civil engineering improvements, landscaping, infrastructure, and site features, and will include site sections and details, as well as plans. The drawings will also be coordinated with the Client's drawings as well as other design trades associated with the design. Drawing Revisions (based on 8/12/19 Value Engineering Summary) to include updates to:
 - i. C1.1 Demolition Plan – revisions to reflect all existing stairs to remain, and all other items effected by the VE items.

- ii. C2.0 Site Plan – revisions to reflect removal of climbing wall from project, along with extending scramble design and sculpted elements from the west and additional seating area
- iii. C4.0 Grading Plan – revisions to reflect removal of climbing wall, extended scramble design and seating area. The detailed 3D grading model will need to be revised for the required cross sections.
- iv. C6.0-C6.3 Scramble Sections – Detail sections to be updated to reflect location and detailing of extended sculpted elements and new seating area
- v. L1.0 Planting Plan – planting plan to be extended to surround extended scramble design
- vi. IR1.0 Irrigation Plan – irrigation plan to be revised to reflect updated planting plan

FEE PROPOSAL

The following is a breakdown of the proposed services and associated lump sum fees. Asa does not anticipate any additional expenses as a part of this proposal, but if any expenses are incurred, they will be billed to the Client at cost with no markup. Any additional scope (and associated fees and/or expenses) in addition to what is listed in this contract must be approved in advance by the Client in writing, prior to proceeding. Asa understands that the Client will pay invoices within 30 days of receiving payment from River City Company.

A. Addendum #2	\$ 9,500.00	Hourly Estimate
-----------------------	--------------------	------------------------

PROJECT SCHEDULE

Asa will prepare a 95% review set for Client review no later than September 30, 2019 and final Issue for Bid set no later than October 9, 2019. After project goes back out to re-bid, Asa will prepare a re-submittal to the Chattanooga Land Development Office for permitting.

CONTRACTUAL AGREEMENTS

Our Single Project Agreement is attached and is incorporated as part of this proposal. Please indicate your acceptance by executing the Agreement and returning it to Allen Jones at ajones@asaengineeringinc.com. Unless otherwise requested, Asa will return an electronic copy of the fully executed agreement to the Client's Project Manager via email.

Asa Engineering & Consulting, Inc. appreciates the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact us at 423.805.3700.

Sincerely,

ASA ENGINEERING & CONSULTING, INC.



Christy M. MacKenzie
President / CEO



Allen W. Jones, RLA
Project Manager

WORK AUTHORIZATION

By executing below, you hereby authorize Asa Engineering & Consulting, Inc. to proceed with the work detailed herein and agree to the conditions contained in this document [hereinafter referred to as "Proposal"].

APPROVED AND AUTHORIZED BY:

By: _____

As Its: _____

Date: _____

Sustainable
Structural
Mechanical
Fire Protection
Electrical
Civil
Controls
Architecture



47A York St
Portland, Maine
04101 USA
colbycoengineering.com

September 9, 2019

Michael Singer Inc.
(c/o Jason Bregman)
321 NW 1st Ave
Delray Beach, FL, 33444

Subject: Value Engineering Services for The Scramble, Chattanooga, Tennessee

Jason:

Thank you for the opportunity to provide a proposal for value engineering (VE) services for the Scramble project. We have outlined our proposed scope of services and proposed fee below.

Project Understanding and Scope

Much of the VE scope is related to removing scope from our drawings, including removal of the climbing wall. Other VE items are largely related to plumbing and electrical changes. Colby Co anticipates our scope of work to include the following:

1. Remove the Climbing wall scope from our drawings and re-consolidate the drawing set
2. Provide consulting to and coordinate with Campbell & Associates and ASA Engineering as necessary to accommodate their work. It is not anticipated that any new structural design is required. This proposal is based on the attached proposed deduct scope items.

Deliverables

Colby Co will provide signed and sealed drawings, revised to reflect the agreed upon VE changes

Schedule

CCE will provide a draft submittal 2 to 3 weeks from our notice to proceed and follow up with a final draft 1 to 2 weeks after receipt of comments.

Fee Proposal

Given the nature of this project, Colby Co. proposes to perform the above described scope of work and deliverables on a time and materials basis, not to exceed contract basis. We anticipate the following fee schedule to complete the above described scope of work:

Drawing revisions to remove scope: 8 hours CAD @ \$75/hr + 4 hours Eng @ \$125 Hr = \$1,100
Budget fee consulting and coordination with other disciplines: 8 hours Eng @ \$125 = \$1,000
(see note below)

Note that it is not anticipated, at this time, that there will be a significant amount of coordination scope and only 3 to 4 hours may be required. However, we recommend 8 hours for budgeting purposes.

Total Estimated NTE Fee: \$2,100

These fees do not include any on site meetings, site visits or any travel costs.

Exclusions

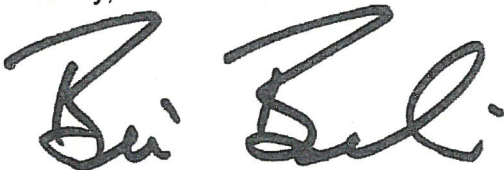
For the purposes of this proposal, the following items have been excluded from Colby Co.'s scope.

- Construction Admin Services - This is to be carried under a separate proposal
- Review of Shop Drawings prepared by MSI – This is to be carried under a separate proposal
- Prefabricated concrete consulting related to MSI work – This is to be carried under a separate proposal
- Means and Methods consulting and advice to the contractor over and above the standard of care. The contractor is expected to be competent and experienced with their work
- Architectural and Engineering services not described above

If this proposal is acceptable to you, kindly review and sign the attached terms and conditions and return to our office as our notice to proceed.

Thank you for contacting Colby Company for your engineering needs. Please do not hesitate to call with any questions,

Sincerely,



Brian Beaulieu, PE
Manager of Design



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com

Contract Terms and Conditions

Please note the following items are applicable to Colby Co.'s contracts with clients and vendors. Our receipt of a signed copy of this proposal shall serve as our mutual understanding of the terms of this contract and our notice to proceed. Payment terms are based on the orderly and continuous progression of the work. Invoices will be submitted on a monthly basis for services performed during the period. Unpaid balances beyond 30 days will be assessed interest at a rate of 1.5 percent. Legal fees associated with collection of unpaid bills will be the responsibility of the client.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Construction Management

If the Owner chooses to retain a Construction Manager ("CM") for the Project, the Owner shall provide to the Consultant, in writing, a list of duties, responsibilities and authority ("DR&A list") the CM has been assigned by the Owner. The Consultant shall be entitled to rely upon the proper performance by the CM of the items on the DR&A list and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions or decisions given by the Owner and CM that are in conflict with the DR&A.

In the event the Owner makes any changes to the CM's DR&A list, the Owner shall notify the Consultant, in writing, in a timely manner. The Consultant shall be entitled to rely solely upon the CM's decisions and directions as to all items listed in the DR&A list. If any owner-directed changes to the CM's DR&A list result in additional time or expense in order for the Consultant to prepare, coordinate or respond to changes to the plans or specifications, the Consultant shall be entitled to an equitable adjustment in fees and schedule for the performance of these additional services.

Termination of Agreement

This agreement may be terminated by either party by thirty (30) days written notice to the other party without cause; or by mutual written agreement of the parties. If this agreement is terminated, Colby Co. shall be paid for the extent of services performed by Colby Co. to the effective date of termination. Further, if this agreement is terminated, Colby Co. shall upon such payment for services, deliver all documents, or copies thereof, covering the scope of work completed and paid for by the client, and provided the client pays for such additional services, Colby Co. shall complete certain work in progress and deliver documents or copies thereof as well. Client shall also reimburse Colby Co. for all of Colby Co.'s termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel, and space and equipment costs.

Signature: _____

Date: _____

Printed Name: _____

Title: _____



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA
colbycoengineering.com

P&C Construction Inc Proposed Budget Deductions

Line Item	Description	Quantity	Unit	Unit Cost	Total
03	General Conditions	1	LS	\$18,400.00	\$18,400.00
04A	3 Sets Concrete Stairs	288	SF	\$17.25	\$4,968.00
04S	Remove Existing Railings at Vault and Select Stair Locations	300	LF	\$5.75	\$1,725.00
05A	Excavation for Climbing Wall Area	150	CY	\$345.00	\$51,750.00
13	Erosion Control	1	LS	\$1,000.00	\$1,000.00
20	Rhondodendron Cumberlandense Cumberland Azalea 7 Gal	5	EA	\$55.20	\$276.00
22	Dennstaedtia Punctilobula Hay Scented Fern	6	EA	\$36.80	\$220.80
24	Equisetum Hymale Horsetail Reed Grass	15	EA	\$40.25	\$603.75
26	Phlox Sublata Emerald Blue Moss Phlox 1 gal	8	EA	\$12.07	\$96.56
27	Rudbeckia Fulgida Black Eyed Susan 3 gal	5	EA	\$11.50	\$57.50
28	Solidago Rugosa Fireworks Wrinkleleaf Goldenrod 3 gal	3	EA	\$40.25	\$120.75
30	Schizachyrium Scoparium Little Bluestem Grass	17	EA	\$7.48	\$127.16
31	Ficus Pumila/Creeping Fig	10	EA	\$34.50	\$345.00
33	8' Wide Concrete Steps Complete in Place	12	CY	\$2,556.45	\$30,677.40
35D	4" Concrete base and stone base under safety surface	460	SF	\$29.90	\$13,754.00
36S	Subgrade Foundations and footing for Climbing Wall	20	CY	\$3,639.75	\$72,795.00
36B	Climbing Wall Above Grade	12	CY	\$11,513.80	\$138,165.60
36C	Walkway Retaining Wall Above Grade	4	CY	\$6,737.85	\$26,951.40
37	Railings Railings for East steps	34	LF	\$84.56	\$2,875.04
38	Railings Guardrail at Top of Climbing Wall	34	LF	\$169.12	\$5,750.08
39	Safety Surface	456	SF	\$28.75	\$13,110.00
40	Sculpted Precast Cladding Installation	1	SLS	\$106,595.80	\$106,595.80
46	Water Systems Pump Controllers Valves	1	LS	\$11,500.00	\$11,500.00
48	Water Systems Dams and Clean Outs at Wier Walls	3	EA	\$2,300.00	\$6,900.00
54	New Panel to Include Astronomical Time Clock	1	LS	\$11,500.00	\$11,500.00
60	Scramble Elementns Lights Double Head	15	EA	\$3,142.95	\$47,144.25
62	Climbing Wall Lights Individual Pockets	16	EA	\$1,407.60	\$22,521.60
63	Climbing Wall Lights Curved Elements	1	EA	\$8,437.55	\$8,437.55

TOTAL BUDGET DEDUCTS

\$598,368.24

Campbell & Associates, Consulting Engineers

1401 Carter Street
Chattanooga, TN 37401

September 9, 2019

Mr. Jason Bregman
Michael Singer Inc.
321 NW 1st Avenue
Delray Beach, FL 33444

**SUBJECT: THE SCRAMBLE VE REDESIGN
ELECTRICAL & PLUMBING ENGINEERING PROPOSAL**

Dear Jason:

Thank you for the opportunity to submit a proposal for the subject project revisions. Our proposal is in response to your request and based on our conversations, the exchanged emails, and the schematic provided to us via Jim Williamson's email. Our proposal includes all normal electrical and plumbing engineering design services for the redesign of this facility to remove the climbing wall/mechanical closet and add 20 to 24 Scramble elements in its place. Our previous contract administration proposal would be under a separate project and is unchanged.

Our specific scope of work will include the design of all electrical power distribution to the site from the current main distribution panel located on 1st and Market Street, and distribution to all items requiring power at the site, which will include power for all lighting, the pump, the pump controller, and the irrigation controller. Our scope will be to provide all power from the existing current main distribution panel located on 1st and Market Street, with additional enclosures as required next to that panel, using the existing underground conduits to avoid tearing up the cobblestone drive. Please remember that only the 2" conduit path has been verified.

Plumbing scope:

1. Remove/revise cleanouts and associated details at each weir location, total of 3.
2. Relocate water feature control panel from the current above grade pump room to an underground vault or box (to be sized and located by others) or above ground concealed.
3. Provide floor drain inside new underground vault and discharge into cistern.
4. Revise piping material specification as directed.
5. Relocate discharge piping header from the current above grade pump room to an underground vault (vault to be sized and located by others) or in-grade box.

Estimated Engineering cost: 8 hours at 150.00/hr.

Scope excludes:

- A. Revisions in water chamber piping routing.
- B. Re-sizing of any components.
- C. Revisions to multiple base plans.
- D. Modifications to water towers and/or water chambers (design changes to be by structural engineer.)

Electrical scope:

1. Remove the climbing wall/mechanical closet with all associated electrical work and details.
2. Add lighting for 20 to 24 Scramble elements in its place.
3. Verify that the existing panel has sufficient room to add the required circuit breakers and provide a new schedule. If this is not possible, we will add a new enclosure next to the existing panel enclosure for a second electrical panel.
4. Add a new enclosure next to the existing panel enclosure for LED lighting transformers or power supplies. (Note that this may be combined with the above enclosure if needed and space permits.)
5. Revising design to eliminate most Quazite lighting boxes, with the existing 2" underground conduit modified to feed one Quazite box and used for low voltage lighting circuits. From that box, each fixture will be fed with direct burial cables. This will result in much longer direct burial cable runs, but will save a significant amount of money.
6. Revising design to feed the pump, pump controller, and irrigation pump controller through one or more of the existing 1" underground conduits, modified to feed one in-grade Quazite J-box with one new underground conduit to the vault, one direct burial cable or new underground conduit to the pump, and one direct burial cable to the irrigation controller (unless it's located in the vault, in which case it will likely share the pump controller conduit.)
7. Revising the scheduled flood lights to the VE model. (I'm still looking for a fixture of comparable quality and price which is 24V because I'm worried about having enough room in the 2" conduit with so many and such long 12V runs, so it may not be the model we used for the VE.)

Estimated Engineering cost: 32 hours at 125.00/hr.

Alternate Scope: Adding lighted hand rail along north boundary to safely light stairs, intercepting one of the existing 1" conduits running to the upper end of the existing funicular vault.

Estimated Engineering cost: 8 hours at 125.00/hr.

We will work closely with your project team, and with representatives of the owner, to provide all aspects of the E&P infrastructure required for the building as detailed above. This includes up to 3 meetings for design coordination here in Chattanooga.

Our engineering services are broken down into design and contract administration activities as follows:

Design Services:

1. Provide electrical and plumbing design modifications for the revised project design as detailed above and broadly in Jim Williamson's revised rendering. Coordination sets will be issued at 50%, 95% and CD completion. We will further refine a timeline at the project kickoff, but anticipate approximately 2 weeks to reach 50%, another week to 95%, and 1 week from that point to design completion after being released and receiving the civil DWG set approved by the Artist. Please note that the time required to review our work, make mark-up comments, and return those to us will stretch the schedule, so likely we aren't looking at four continuous weeks.
2. Prepare construction documents including drawings and specifications for construction purposes. These documents will be fully coordinated with other professionals' work as well as any mark-ups from the Owner and/or the Artist provided to us prior to issuance.

3. Issuance of contract documents including drawings and specifications to the ASA. Plans will be signed and stamped in accordance with state requirements, and provided by hard copy and/or digital .pdf format as requested.
4. Respond and make revisions promptly as required by the Michael Singer, Inc., the Landscape Architect, the owner, state and governing authorities. This will include 2 rounds of final comments on CD's, as well as any corrections required for permitting.

Fee Structure

Campbell & Associates will perform the above outlined engineering services for the following fixed fees:

- Electrical and Plumbing VE Base Re-Design as noted above - \$5,200
- Electrical Design for lighted handrails as noted above - \$1,000

Any additional services requested and approved will be billed hourly in accordance with our hourly rates schedule for associated personnel (previously attached), or as otherwise negotiated. Reimbursable expenses will be billed at cost plus 15% (none anticipated). We will progress bill the project monthly in accordance with the actual percent of design or construction administration complete. As noted above, all drawings will be provided electronically as well as hardcopies as needed for permitting, etc..

Please execute one copy of this letter and return it to us for our files, indicating your notice to proceed. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Mike Whitfield

CAMPBELL & ASSOCIATES, INC.

ACCEPTED BY:

Name

Title

Date



Singer Studio LLC

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

1.7.20

Jim Williamson
Vice President, Planning and Development
River City Company
850 Market Street, Suite 200
Chattanooga, TN 37402
jwilliamson@rivercitycompany.com

Agreement for Fabrication of Sculpted Elements for The Scramble on 1st Street 1.7.20

The following Agreement is for custom fabrication and delivery of Sculpted Elements for the Scramble Project located on 1st Street in Chattanooga, Tennessee (Project). The Sculpted Elements and quantities are listed below and correspond to "The Scramble - Interactive Streetscape on 1st Street" (Project Construction Drawings) issued by the City of Chattanooga (City) contract number R-18-004-201, dated 10.22.19. The Sculpted Elements are made from sculpted precast concrete with embedded stone.

Singer Studio LLC (SGS) is the business entity of artist Michael Singer that will provide the Sculpted Elements as unique "Works of Art" to the River City Company (RCC) for the fee amounts specified below. As a part of this agreement RCC is requesting that SGS deliver the Sculpted Elements to the contractor selected by the City (General Contractor) for unloading, handling, storage and ultimately the installation of the Sculpted Elements by the General Contractor. This Agreement only includes fabrication and delivery of the Sculpted Elements by SGS and excludes any unloading, handling, storage, hardware, plumbing/electrical parts, waterproofing, lighting, installation or any other service or materials beyond the fabrication and delivery of the precast concrete and stone Sculpted Elements.

Both Michael Singer Inc. (MSI) and SGS are business entities of artist Michael Singer and Michael Singer Studio.

Sculpted Elements to be provided by SGS in this Agreement

- 5 Sculpted Benches
- 3 Large Sculpted Scramble Elements
- 26 Medium Sculpted Scramble Elements
- 19 Small Sculpted Scramble Elements
- 3 Sculpted Water Chamber Top Covers
- 3 Water Chamber Bottom Basins

Total Cost: \$316,021

Sculpted Elements in Add Alternate #3 (per the Project Construction Drawings)

- 3 Sculpted Benches
- 4 Small Sculpted Scramble Elements

Total Cost for Add Alternate #3: \$28,352

(All Sculpted Elements above must be purchased for the Add Alternate #3 price to be honored. Add Alternate #3 is assumed to be excluded unless specifically requested in writing by RCC with 2 months of the execution of this Agreement.)

The following Terms and Conditions apply to this agreement:

1. The "Precast Concrete Element Notes" on Project Construction Drawing sheet C0.4 and the "Artistic Precast Concrete Notes" on Project Construction Drawing sheet S-0.1 (Notes) apply to all of the Sculpted Elements provided in this Agreement. These Notes can be found in the "The Scramble - Interactive Streetscape on 1st Street" Project Construction Drawings, contract number R-18-004-201, dated 10.22.19. The term "Contractor" in the aforementioned Notes refers to the General Contractor hired by the City to build the Scramble Project and install the Sculpted Elements. Under this agreement RCC affirms that it will do everything in its power to ensure the General Contractor and the City coordinate with SGS regarding all aspects of the Project per the aforementioned Notes on C0.4 and S-0.1.
2. All Sculpted Elements listed above will be documented in Shop Drawings created by MSI (under a separate agreement with RCC). All Shop Drawings will be reviewed by SGS/ MSI's Project structural engineer of record Colby Co Engineering (CCE) before being submitted for review by RCC and the General Contractor.
3. SGS's fabrication work on the Sculpted Elements will only commence upon the execution of this Agreement between SGS and RCC, payment to SGS of a 40% deposit, and the General Contractor's written approval of the SGS's Shop Drawings (including 'sign-off' on the actual drawings). To expedite fabrication SGS's Shop Drawings will be submitted in batches, each requiring third party sign-off. Third party Shop Drawing review is assumed to be 5 business days; delays in Shop Drawing review may create fabrication and/or delivery delays. All such delays and any repercussions or costs for such delays, shall not be the responsibility of SGS.
4. SGS's total fabrication time shall be 6-7 months from execution of this Agreement. If possible, at SGS's sole discretion select Sculpted Elements may be completed prior to 6 months and delivered the General Contractor. Sculpted Elements may be delivered to the 1st Street Project site or an alternative storage site mutually agreed upon in advance by SGS, RCC, the City and the General Contractor.
5. Sculpted Elements delivered to the General Contractor shall be invoiced to RCC on a percentage of completion basis (based on the remaining non-deposit amount). Terms of payment are NET 30 from the delivery date; delays in payment to SGS may create fabrication and/or delivery delays. All such delays and any repercussions or costs for such delays, shall not be the responsibility of SGS.
6. An installation key for the Sculpted Elements will be provided by SGS for locating the Sculpted Elements within the Project. The installation key will generally correspond to the Project Construction Drawings noted above with added references to ensure correct identification of the Sculpted Elements by the General Contractor.
7. Under this Agreement, a maintenance plan will be provided by SGS for the care and maintenance of the Sculpted Elements provided by SGS. This document will be provided within 30 business days from the completion of the Project installation by the General Contractor.
8. MSI/ SGS may be contracted by RCC for concurrent services that may be related to this Fabrication Agreement. However related, the contracts for all services will remain independent from each other. Regardless any overlap the contracts are considered unique and separately enforceable.
9. Any work beyond the fabrication and delivery of the Sculpted Elements noted above is assumed to be the work of others. Any services by SGS beyond the services of this agreement will be submitted to RCC for approval prior to any commencement of Additional Services.
10. Due to the timeframe of this project and the significant amount of upfront coordination required for the creation of molds, this contract allows for no early termination or deposit refund.

If you have any questions concerning this Proposal, please call. If you are in agreement, kindly sign and return to SGS for finalization. You may sign, scan, and email the contract if desired.

for Singer Studio LLC

Date


 Jim Williamson for the River City Company

01.07.2020

Date



Michael Singer Inc.

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

12.18.19 (revised from 1.17.19)

Jim Williamson
Vice President, Planning and Development
River City Company
850 Market Street, Suite 200
Chattanooga, TN 37402
jwilliamson@rivercitycompany.com

Jim,

Per our recent communications regarding The Scramble at 1st Street (Project), please accept this Proposal for Construction Administration (CA) services. This Proposal is based on the prior agreement between Michael Singer Inc. (MSI) and the River City Company (RCC) for Design Development Services – dated and executed on 6.23.17 (Agreement) as well as a following design services proposal executed on 6.14.18 (and other agreements for value engineering and shop drawings). This Proposal extends the original Agreement to now include CA services. To accomplish the Scope of Services under this Proposal, MSI will be sub-contracting with several professional service providers including Asa Engineering & Consulting, Inc (ASA) for landscape architecture and civil engineering, Colby Co Engineering (CCE) for structural engineering, and Campbell & Associates, Inc. (CAI) for mechanical, plumbing, and electrical engineering. The aforementioned professional service providers are herein referred to as the Project Team.

Scope of Services

The Scope of Services under this Proposal is based upon the 1.17.18 Scramble Design Package (design intent, excluding the climbing wall) and the revised value engineered Issued for Construction (IFC) Construction Documents (CDs) dated from 10.22.19, both previously submitted to RCC. This Scope of Services is intended to provide all necessary engineering and landscape architecture CA services to support the full implementation of The Scramble Project. MSI relies on the Project Team to accomplish the Scope of Services under this Proposal; the Scope of Services for each Project Team member is attached for consideration. As MSI is not a professional service provider, MSI's role is limited to aesthetic reviews of the construction work, compliance with the Project design intent, project management and the review and coordination of Requests for Information (RFI) responses by and between members of the Project Team. This Proposal primarily covers MSI's site visits, construction meetings, coordination with the Project Team, RCC, the selected Project general contractor, and the City of Chattanooga including all necessary construction related communications, RFIs and punch lists. This Proposal assumes 3-4 multi-day trips by MSI to Chattanooga, TN. Any meetings or site reviews beyond these 3-4 trips will be conducted via skype (or other online platform) or conference call, or may be requested as an Additional Service for an in-person meeting / site visit. All expenses associated with these trips are covered within the fee proposal below. MSI's Art Shop Drawings, Fabrication Services, and project management associated with the fabrication of the Sculptural Elements are covered under separate agreements.

The Scramble project area is on the north side of the eastern half of 1st Street between Cherry Street and Market Street and is concentrated in an area approximately 100' long by 30' wide. For reference, The Scramble project area is mostly shown on page 7 of the 1.17.18 Scramble Design Package. Improvements beyond this project area (except for utility interconnections), including but not limited to street modifications, bollards, and the transformer screening walls, are beyond the scope of this Proposal. CA services for all Add Alternates listed in the IFC CDs are covered under this Proposal (please note the ASA proposal indicates an increase cost of \$3,180 for CA services if Add Alternate #3 is included).

Project Timeline

The project timeline for CA services will coincide with the construction of the Scramble Project. This is expected to occur over 6 months during 2020. Please note that some proposals such as the ASA proposal (attached) consider work conducted past 6 months to be additional services; other proposals such as CAI's proposal limit the number of site visits rather than limiting the overall covered project timeline.

Project Budget

The total Project Budget for the Scope of Services noted above is as follows:

MSI: \$28,800	Includes 3-4 multi-day trips by MSI and all associated expenses
ASA: \$22,560	CA services for Civil Engineering and Landscape Architecture (see attached)
CCE: \$5,500	CA services for Structural Engineering (includes 1 site visit, see attached)
CAI: \$7,350	CA services for Mechanical, Plumbing, and Electrical Engineering (see attached)

Total: \$64,210

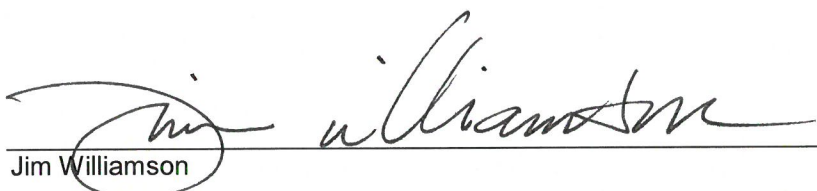
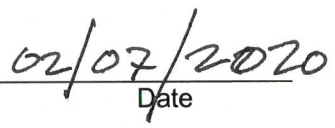
Add \$3,180 for ASA scope if Add Alternate #3 is included in the Scope of Services (see attached)

Please see the attached Project Team proposals for additional information. Please note that as-built drawings (except for ASA stormwater drawings) are excluded from this agreement. All fees above exclude "phase 2" streetscape work (including, but not limited to, street modifications, bollards and transformer wall), fabrication, shop drawings, and the engineering review of shop drawings. Fees shall be invoiced monthly on a percent completion basis with NET30 payment terms.

All terms and conditions from the 6.23.17 Agreement as well as the design services proposal executed on 6.14.18 are carried under this Proposal; additionally all terms and conditions in the attached Project Team proposals apply to this Proposal. Any work not listed under the Scope of Services above (or noted in the following attached proposals) is assumed to be the work of other parties and not the work of MSI or the Project Team. Any services by MSI or the Project Team, beyond the Scope of Services of this Proposal, will be submitted to RCC for approval prior to any commencement of Additional Services.

If you have any questions concerning this Proposal, please call. If you are in agreement, kindly sign and return to MSI for finalization. You may sign, scan, and email the contract if desired.

Michael Singer Date

Jim Williamson Date

December 5, 2019

Via Email: jbregman@michaelsinger.com

Michael Singer
(c/o Jason Bregman)
Michael Singer Inc.
South, 321 NW 1st Avenue
Delray Beach, FL 33444

**RE: Proposal No. P120519 Additional Scope Item #2
Proposal for Professional Services
First Street Scramble – Construction Administration**

Dear Mr. Singer,

Asa Engineering & Consulting, Inc. [Asa] is pleased to provide you this additional scope of services for the above referenced project and contract. The following outlines our project understanding, scope-of-services understanding, not to exceed fee proposal, proposed schedule, and establishes a contractual agreement for the authorized work.

PROJECT UNDERSTANDING

Asa understands that **Michael Singer Inc [Client]** and Asa Engineering was selected by River City Company to further develop the proposed concept for the First Street Steps Project located in Chattanooga, TN. The **Client** is looking for Asa to provide local engineering and landscape architectural construction administration services while the project is in the bidding phase and under construction. The construction administration is based on the revised construction drawings that were issued on 10-24-2019. The project is anticipated to have a 6-month construction schedule. If construction goes beyond 6 months, Asa will prepare an additional fee proposal for the Client's consideration.

SCOPE-OF-SERVICES UNDERSTANDING

Asa proposes to provide the following services on this project:

A. Construction Administration

Asa will provide professional construction administrative services associated with the construction phase of this project.

- a. Meetings: Asa will attend meetings with the Client, City of Chattanooga, Contractor, Etc. as needed.
- b. Bid Assistance: Asa will work with the City of Chattanooga to prepare bid tab, attend bid meetings, review bid tab, etc.
- c. Respond to RFIs and Shop Drawings: Asa will review RFIs and Shop Drawings as needed per the construction drawings.
- d. Site Visits: Asa will provide periodic site visits as needed.
- e. Placement of Sculptures and Plant Material: Asa will be on site while sculptures and plant material is installed to ensure the aesthetic intent of the drawings are met.

- f. Project Punch List: Asa will provide a final punch list of civil and landscape related elements to the Client after substantial completion.
- g. Stormwater As-Built: Asa will provide the final stormwater-as-built certification as required by the City of Chattanooga. The as-built survey information is the responsibility of the contractor.
- h. Add Alternate #3: If the City of Chattanooga decides to include Add Alternate #3 to the contractor’s scope of work, Asa will provide additional Construction Administration services to cover the additional work. Asa will only perform this scope of additional work with written authorization.

FEE PROPOSAL

The following is a breakdown of the proposed services and associated hourly, not to exceed fees. Asa does not anticipate any additional expenses as a part of this proposal, but if any expenses are incurred, they will be billed to the Client at cost with no markup. Any additional scope (and associated fees and/or expenses) in addition to what is listed in this contract must be approved in advance by the Client in writing, prior to proceeding. Asa understands that the Client will pay invoices within 30 days of receiving payment from River City Company.

A. Construction Administration	\$ 22,560.00
B. Add Alternate #3 Construction Administration	\$ 3,180.00

CONTRACTUAL AGREEMENTS

This proposal is an additional service to our current contract with the Client. Please indicate your acceptance by executing the Agreement and returning it to Allen Jones at ajones@asaengineeringinc.com. Unless otherwise requested, Asa will return an electronic copy of the fully executed agreement to the Client’s Project Manager via email.

Asa Engineering & Consulting, Inc. appreciates the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact us at 423.805.3700.

Sincerely,
ASA ENGINEERING & CONSULTING, INC.



Christy M. MacKenzie
President / CEO



Allen W. Jones, RLA
Project Manager

WORK AUTHORIZATION

By executing below, you hereby authorize Asa Engineering & Consulting, Inc. to proceed with the work detailed herein and agree to the conditions contained in this document [hereinafter referred to as “additional services”].

APPROVED AND AUTHORIZED BY:

By: _____

As Its: _____

Date: _____

Sustainable
Structural
Mechanical
Fire Protection
Electrical
Civil
Controls
Architecture



47A York St
Portland, Maine
04101 USA
colbycoengineering.com

December 9, 2019

Michael Singer Inc.
(c/o Jason Bregman)
321 NW 1st Ave
Delray Beach, FL, 33444

Subject: Construction Administration Services for The Scramble, Chattanooga, Tennessee

Jason:

Thank you for the opportunity to provide a proposal for construction administration services for The Scramble project. The scope of these services are based on the scope of work provided in Colby Company Engineering Drawings submitted for bid and dated 10/22/19. We have outlined our anticipated scope of work, schedule and fee below.

Project Understanding and Scope

Colby Company Engineering (CCE) is proposing to provide construction administration (CA) services for the scramble project as it relates to the scope of work designed by our office and shown on our drawings. This scope of services includes:

1. Review of contractor shop drawings and submittals related to our design
 - a. Anticipated shop drawings and submittals are outlined in the general notes on our Issue for Bid drawings
2. Response to Request for Information (RFI's) related to our design
3. Site visits to coordinate and inspect the work designed by our office.
 - a. For the purposes of this proposal, we have included one site visit to the project site. Additional site visits can be made on a per diem basis.

Deliverables

Shop drawings and submittals will be returned with comments if applicable and include a cover letter affixed to the submittal summarizing our review. We anticipate returning submittals within 5 business days but on occasion may require up to 10 business days to return submittals.

RFI's will be returned with a clear response and direction. RFI's will typically be returned in 24 hours but on occasion may require up to 72 hours.

Schedule

CCE will work with the construction schedule.

Fee Proposal

Given the nature of this project, Colby Co. proposes to perform the above described scope of work and deliverables on a time and materials basis, not to exceed contract basis. We recommend budgeting the following design fee:

Construction Administration Services

\$4,500

One Visit

\$1,000

Total

\$5,500

All travel expenses, for the one site visit, are included in the fee above. No additional reimbursable expenses are anticipated.

Exclusions

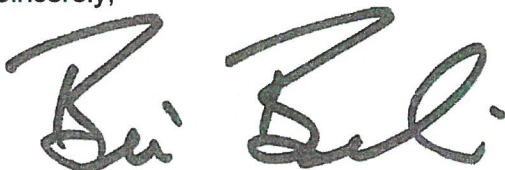
For the purposes of this proposal, the following items have been excluded from Colby Co.'s scope.

- Value Engineering & Re-design services requested by the owner or the contractor
- Review of Shop Drawings prepared by MSI – This is to be carried under a separate proposal
- Prefabricated concrete consulting related to MSI work – This is to be carried under a separate proposal
- Review of shop drawings or submittals not related to our design work
- Means and Methods consulting and advice to the contractor over and above the standard of care. The contractor is expected to be competent and experienced and their work
- Additional site visits over the allotted one visit
- Architectural and Engineering services not described above

If this proposal is acceptable to you, kindly review and sign the attached terms and conditions and return to our office as our notice to proceed.

Thank you for contacting Colby Company for your engineering needs. Please do not hesitate to call with any questions,

Sincerely,



Brian Beaulieu, PE
Manager of Design



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com

Contract Terms and Conditions

Please note the following items are applicable to Colby Co.'s contracts with clients and vendors.

Our receipt of a signed copy of this proposal shall serve as our mutual understanding of the terms of this contract and our notice to proceed. Payment terms are based on the orderly and continuous progression of the work. Invoices will be submitted on a monthly basis for services performed during the period. Unpaid balances beyond 30 days will be assessed interest at a rate of 1.5 percent. Legal fees associated with collection of unpaid bills will be the responsibility of the client.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Construction Management

If the Owner chooses to retain a Construction Manager ("CM") for the Project, the Owner shall provide to the Consultant, in writing, a list of duties, responsibilities and authority ("DR&A list") the CM has been assigned by the Owner. The Consultant shall be entitled to rely upon the proper performance by the CM of the items on the DR&A list and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions or decisions given by the Owner and CM that are in conflict with the DR&A.

In the event the Owner makes any changes to the CM's DR&A list, the Owner shall notify the Consultant, in writing, in a timely manner. The Consultant shall be entitled to rely solely upon the CM's decisions and directions as to all items listed in the DR&A list. If any owner-directed changes to the CM's DR&A list result in additional time or expense in order for the Consultant to prepare, coordinate or respond to changes to the plans or specifications, the Consultant shall be entitled to an equitable adjustment in fees and schedule for the performance of these additional services.

Termination of Agreement

This agreement may be terminated by either party by thirty (30) days written notice to the other party without cause; or by mutual written agreement of the parties. If this agreement is terminated, Colby Co. shall be paid for the extent of services performed by Colby Co. to the effective date of termination. Further, if this agreement is terminated, Colby Co. shall upon such payment for services, deliver all documents, or copies thereof, covering the scope of work completed and paid for by the client, and provided the client pays for such additional services, Colby Co. shall complete certain work in progress and deliver documents or copies thereof as well. Client shall also reimburse Colby Co. for all of Colby Co.'s termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel, and space and equipment costs.

Signature: _____

Date: _____

Printed Name: _____

Title: _____



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com

Campbell & Associates, Inc. Consulting Engineers
1401 Carter Street Suite 100
Chattanooga, TN 37402
423.267.9718
www.CAEngrs.com

December 16, 2019

Mr. Jason Bregman
Michael Singer Inc.
321 NW 1st Avenue
Delray Beach, FL 33444

**SUBJECT: THE SCRAMBLE
ELECTRICAL & PLUMBING CONTRACT ADMINISTRATION PROPOSAL
(revised)**

Dear Jason:

Thank you for the opportunity to submit a revised proposal for the subject project. Randy and I have carefully reviewed our responsibilities for the project and have determined a proposal to meet these responsibilities. Below is our specific scope of contract administration work.

Construction Contract Administration Services:

1. Respond to construction requests for information.
2. Review and comment on all plumbing and mechanical shop drawings.
3. Perform up to fifteen site visits during construction and attend construction progress meetings as requested. Provide reports following site visits. C&A will be present during any critical start-ups to assist.
4. Perform up to six additional site visits for the mock-ups, verification inspections, and adjustments as detailed on our construction documents. We understand that some of these will include nighttime sessions.
5. Review and comment on pay applications.
6. Review and comment on contractor provided close-out documents, including O&M manuals, Contractor's as-built drawings, etc.
7. Design changes are excluded; if necessary, these will be negotiated as additional services.
8. Testing is excluded. If Campbell & Associates needs to be present, will be negotiated as additional services, either hourly or flat fee.

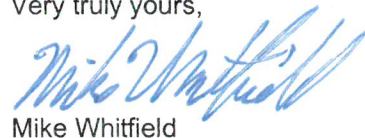
Fee Structure

- Contract Administration - \$7,350

Any additional services requested and approved will be billed hourly in accordance with our hourly rates schedule for associated personnel (attached), or as otherwise negotiated. Reimbursable expenses will be billed at cost plus 15% (none anticipated). We will progress bill the project monthly in accordance with the actual percent of design or construction administration complete.

Please execute one copy of this letter and return it to us for our files, indicating your notice to proceed. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Mike Whitfield

CAMPBELL & ASSOCIATES, INC.

ACCEPTED BY:

Name

Title

Date

**Exhibit B to Artwork Transfer and Donation Agreement
Artwork Informational Sheet**



**CITY OF CHATTANOOGA
PUBLIC ART
Informational Sheet for Artwork Donated to City**

Title of the Artwork: The Scramble	
Date Artwork Transferred to City Ownership (i.e. "Donation Date")	
Donor Information	Name: River City Company
	Contact Person: Jim Williamson
	Address: 850 Market Street, Suite 200
	City/State/Zip: Chattanooga, TN 37402
	Telephone Number: (423) 265-3700
	Email Address: jwilliamson@rivercitycompany.com
Artist Information	Name: Michael Singer Studio
	Contact Person: Jason Bregman
	Address: 321 NW 1 st Avenue
	City/State/Zip: Delray Beach, FL 33444
	Telephone Number: (561) 865-7683
	Email Address: jbregman@michaelsinger.com
For Chattanooga Public Art Staff Use ONLY	
Date Artwork Donation Approved by Chattanooga Public Art Commission	Meeting Date: _____ *Please see attached copy of meeting minutes.
Date Artwork Donation Approved by Chattanooga City Council	Meeting Date: _____ Resolution No.: _____

Please provide the following information about the above-named Artwork.

Please type your responses on a separate sheet of paper and attach the information to this document. The responses should be numbered to correspond with the requests below.

All supporting documents, photographs, etc. must be attached hereto and clearly labeled.

1. Artist's name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's statement about the Artwork.
4. A certified formal appraisal of the Artwork provided by a qualified art appraiser.
5. Information about the origin, derivation, history, and past ownership of the Artwork.
6. A warranty of originality of the Artwork.
7. Information about the condition of the Artwork provided by a qualified visual arts conservator.
8. A maintenance plan for routine care and long-term conservation, including estimated costs.
9. Information about and images of the proposed Artwork site.
10. Information about the methods used for collecting community feedback about the Artwork and the outcome.
11. A written recommendation from the Director of the City department and relevant advisory board(s) responsible for operating and maintaining the Artwork's site.
12. A detailed budget for all aspects of design, fabrication, installation, operation, conservation, maintenance, insurance, and staff support. The donor shall provide a fund for the routine maintenance and long-term conservation of the Artwork. The City requires that the maintenance fund equal no less than ten percent (10%) of the total value of the Artwork. Failure to provide a maintenance fund of at least ten percent (10%) of the value of the Artwork will be a significant factor that the Chattanooga Public Art Commission and Chattanooga City Council consider when deciding whether to accept the donation of the Artwork.
13. Detailed plans for the design, fabrication, installation, operation, maintenance, conservation, insurance, display, and storage of the Artwork.
14. Conditions or limitations on the donation proposed by the donor.
15. Plans for a dedication event sponsored by the donor, if desired. The City is not responsible for planning, financing, promoting, or hosting such an event. **(If such event has already occurred, please provide images and information.)**

Verification Statement

By my signature below, I James Williamson (*please print name*), attest that the information provided in this Artwork Informational Sheet is true and accurate to the best of my knowledge, and that I have provided all requested supporting documents, photographs, etc.

Signature:

Title: Vice President, Planning & Development

Date:

Exhibit B (cont.)



Michael Singer Studio
www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

Michael Singer - Select Biography Artist and Principal Designer, Michael Singer Studio

Throughout the 1970's and 1980's Michael Singer's work opened new possibilities for outdoor and indoor sculpture and contributed to the definition of site specific art and the reimagining of public places. From the 1990's to the present his work has been instrumental in transforming public art, architecture, landscape, and planning projects into successful models for urban and ecological regeneration. Singer has also been engaged in the rethinking of infrastructure facilities and systems in the United States and Europe and co-authored *Infrastructure and Community* published by Environmental Defense Fund.

Michael Singer has received numerous awards, including fellowships from the National Endowment for the Arts and the John Simon Guggenheim Foundation. His works are part of public collections in the United States and abroad, including the Australian National Gallery, Canberra; Louisiana Museum of Modern Art, Humlebaek, Denmark; the Guggenheim Museum, New York; The Museum of Modern Art, New York; and the Metropolitan Museum of Art, New York. He has had several one-person shows, most notably at the Guggenheim Museum, New York City and most recently at the Utzon Center in Aalborg and the Danish Architectural Center in Copenhagen, Denmark.

Public Art and Sculptural Gardens

Michael Singer's sculptural gardens in the public realm have been noted for their unique regenerative qualities with each project shaped to restore environmental function through the creation of the built work. Many of the gardens have intricate layers of materials and can be understood as a gradual evolution from Singer's early in-situ outdoor installations and sculptures. In Stuttgart, Germany he completed a one acre sculptural *Memorial Garden* that cleanses storm water through a series of sculpted planes containing plants and water. The *Memorial Garden* is a place of deep reflection while also a work of gradual ecological regeneration. Similarly, Singer's *Atria Gardens* at the Alterra Center for Environmental Research in The Netherlands is a collaborative work that serves as the lungs and kidneys of the complex; filtering both air and water. This sculptural regenerative work has been featured in several international publications and remains one of the most innovative projects of its kind in the world. For the Denver International Airport Singer completed a large interior sculptural garden at the core of Concourse C. This multi-level garden transforms the concourse into a living space within an otherwise sterile airport environment; creating a contemplative place of refuge for travelers. Michael Singer's collaborative studio has created numerous sculptural gardens for a range of clients including Becton Dickinson, the US Embassy in Athens, Greece, Whole Foods Markets in Florida, and the Food and Drug Administration. Among the most recent sculptural garden is a 40 foot tall *Sculptural Biofiltration Wall* and aquatic garden created for the Seminole Tribe of Florida. The garden filters 100 gallons of water per minute through mechanical and biological filtration systems powered entirely by solar energy. Singer recently completed an innovative public art and infrastructure project addressing functional environmental solutions for loss of habitat along Florida's Intracoastal Waterway. The NEA funded *Living Shorelines* regenerative sculpture was designed, built, and installed in Lake Worth, Florida by Michael Singer Studio in collaboration with county biologists and marine engineers. Also recently completed, *Uplifted Ground* is a 300 foot long sculptural landscape at the Austin International Airport connecting the main terminal to the airport's new rental car facility. Designed as a part of the walkway's structural system, the sculpture is uplifted, rising from the ground, referencing nearby geological formations. The Studio designed, fabricated and led the installation of the nearly 400 earth-toned suspended geometric concrete elements embedded with copper, steel, and patterns derived from Texas aerial photography. The sculptural elements are lit from within, creating an elegant glow at night.

Sculptural Landscapes

Working with his Studio team, Michael Singer has created distinctive regenerative landscapes that integrate sculptural details, engage the public and reflect a deep sense of place and history. The New York City Department of City Planning and The New York City Economic Development Corporation hired Michael Singer as a part of a core team led by Margie Ruddick to provide planning, streetscape and landscape design for the public spaces in Queens Plaza near the Queensboro Bridge landing in Long Island City, New York. At the heart of the Queens Plaza design is a stormwater collection, filtration and infiltration system that supports a massive re-growth of vegetation from within the tangled urban core of over 14 lanes of traffic, 2 elevated subway lines, 2 bridges, and a multitude of subways and utilities. Michael Singer Studio ultimately created over 3000 individual sculptural paver, runnel and bench cap elements which are dispersed throughout the core of the project site. Michael Singer was selected as a part of an integrated design team to lead the reimagining and design of the new West Palm Beach Downtown Waterfront. The Waterfront is over a 1/2 mile long and encompasses over 12.5 acres of public spaces along the Intracoastal Waterway. The new civic space revitalizes the City's historic downtown and restores the natural beauty of West Palm Beach's waterfront. The Studio designed the main commons and event spaces, a *Living Dock* with mangroves and oysters, shade gardens, two community buildings, a continuous waterfront esplanade, shade trellises, water elements and an estuarine ecological regeneration area known as the *South Cove*. Michael Singer and his Studio colleagues have led teams including landscape architects, planners and horticultural specialists on numerous other landscape efforts most notably Howard Park in West Palm Beach, Florida, Lake Worth Beach in Florida and a regenerated nature park in Portsmouth, Virginia.

Planning

Michael Singer has led numerous planning efforts that have evolved overtime through the efforts of project partners and community stakeholders. Singer's leadership and over a decade of involvement in the Long Wharf Master Plan in New Haven Connecticut helped realize the restoration of the historic pier, a 24 acre estuarine preserve and a new vocational aquaculture school. Singer's multi-year master planning and design effort at the EcoTarium in Worcester, Massachusetts led to the regeneration of the campus' landscape with large swaths of naturalized meadows, low impact parking lots, new woodland trails and a series of sculpted spaces, pavilions, courtyards and exhibits. Michael Singer Studio has recently led a multi-year planning for South Eleuthera in The Bahamas focusing on strengthening communities through small-scale, sustainable, low-impact ecotourism development. Michael Singer and his Studio colleagues have worked on a number of planning studies for mixed use urban infill and redevelopment in South Florida, Harrisonburg, Virginia, Southern Vermont, as well as Savannah and Augusta, Georgia. Each project encompasses a process from research and planning through concept with a focused systems-based approach addressing environmental systems such as water, waste, energy and ecology while also seeking to foster improved social well-being with considerations for health, mobility and economic equality. Other notable planning projects include the Canal Origins Park in Chicago, Stromso Square in Drammen, Norway and a multi-year ongoing effort for the planning of the W.E.B. Du Bois Homesite in Great Barrington, Massachusetts.

Academic Work

Singer's academic work includes teaching graduate level architecture at MIT, the Graduate Program of the School of Visual Arts, New York City, The Koopman Visiting Chair of Art at Hartford College of Art, and The Innovation Studio at the Rhode Island School of Design. From 2004-2007 Singer was the Dorothy F. Schmidt Eminent Scholar Chair at Florida Atlantic University. Michael Singer was a visiting scholar and professor at James Madison University for the 2010-2011 academic year, working with the College of Integrated Science and Technology and the College of Visual and Performing Arts on campus wide environmental issues. Michael Singer is also a co-founder of the Center for Creative Solutions at the Marlboro College Graduate Center.

Jason Bregman

Associate, Environmental Planning and Design, Michael Singer Studio

Jason Bregman is a designer and project manager of large scale landscape and infrastructure planning projects. His design work focuses on sustainable and regenerative systems integration that help to restore damaged environments. Jason Bregman has worked closely with Michael Singer Studio since 2000 on projects including parks, infrastructure, community planning, waterfronts, environmental sculptures, commercial buildings, housing and corporate campuses. In 2005, Jason began running Michael Singer Studio South in Delray Beach, Florida.

Jason led the conceptual and schematic design phases, construction document review, and construction site review for Michael Singer Studio's involvement in the West Palm Beach Waterfront Project. As the project environmental designer he oversaw the integration of sustainable and regenerative design elements throughout the half mile urban waterfront site. Jason coordinated the design of the central waterfront *Living Dock* to include planters containing native mangroves, spartina, and a visible oyster reef set into the dock surface. Perhaps the first of its kind in the nation, this boat dock and promenade functions as an environmental living system- filtering water and providing small pockets of habitat set within an estuarine man-made structure. Jason also developed the design of the waterfront *South Cove* area with over 6 acres of tidal gardens, oyster reefs, and seagrass restoration to promote habitat and improve water quality for the estuary. The Palm Beach County Department of Environmental Resource Management recognized the value of the conceptual work initiated by Michael Singer Studio and adopted the *South Cove* project and completed it in 2012.

From 2009 to 2015 Jason led the planning, design, and oversaw implementation of the environmental, aesthetic and educational components of a \$700M waste-to-energy facility in Palm Beach County. This new facility, the cleanest and most innovative facility of its kind in the US, utilizes no potable water, incorporates a 1 million gallon rainwater harvesting tank, and includes a LEED Platinum visitor's center with interactive educational exhibits and a skybridge tour of the new power plant. Jason also led the design and construction of the *Seminole Sculptural Biofiltration Wall* (2012) in Coconut Creek, Florida, which filters 150,000 gallons of water a day and is powered by a rooftop solar array. Other recent Florida projects include a LEED Gold Dental Office in Delray Beach (2014), and the Lake Worth Municipal Beach (2013) and the design, fabrication and installation of a regenerative *Living Shoreline* (2015) prototype with the support of the National Endowment for the Arts. Other recent projects include the co-design, fabrication and installation of a 300 foot long sculptural installation titled *Uplifted Ground* (2015) at Austin's international airport and a 40 foot tall sculptural wall titled *Pattern Formations* (2016) in Ogden, Utah. Jason has also worked with Michael Singer Studio on sustainable master planning for the Island of Eleuthera in The Bahamas, infrastructure planning in Copenhagen, Denmark, green mixed-use development projects in Georgia, and the planning and design of six Whole Foods Markets in Florida.

Prior to joining Michael Singer to run the South Studio in Delray Beach, Florida, Jason was an Associate at Margie Ruddick Landscape in Philadelphia. Jason was the team project manager for the Queens Plaza Bicycle and Pedestrian Project from proposal through schematic design development, and was later the project manager for Michael Singer Studio during construction. At the heart of the Queens Plaza design is a stormwater collection, filtration, and irrigation system that supports a massive re-growth of vegetation from within the tangled urban core of over 14 lanes of traffic, 2 elevated subway lines, 2 bridges, and a multitude of subways and utilities. The Queens Plaza project was completed in 2012 with over 3,000 individual sculpted paver, runnel and bench elements being created by Michael Singer Studio. During the first year of collaboration between Margie Ruddick Landscape and Michael Van Valkenburgh and Associates, Jason developed the initial water, energy, and ecological systems design framework for Brooklyn Bridge Park. During the planning process Jason expanded on the water filtration and storage concepts for the 63 acre waterfront and several of the strategies were ultimately incorporated in the final construction of the park.

Jason also co-authored *Infrastructure and Community*, a white paper published by the Environmental Defense Fund's Living Cities Program in collaboration with Michael Singer Studio. Jason holds a Bachelors of Fine Arts and a Bachelors of Landscape Architecture from the Rhode Island School of Design.

Jonathan Fogelson
Associate, Design and Planning, Michael Singer Studio

Jonathan is a multidisciplinary designer and planner with experiences ranging from mold making for glass slumping and hands on construction, to site planning and urban design. Since 2005 he's been part of the collaborative Michael Singer Studio, focused on a variety of planning, design, and public art projects.

Over the last few years Jonathan lead the Studio's role in several projects involving research and design of spaces that serve individuals with Autism Spectrum Conditions in collaboration with the MIT Media Lab, educators, care providers, and leading researchers. For the Northeast Neighborhood of Hartford, Connecticut he worked with community members, local nonprofits, and public health professionals to complete a neighborhood scale sustainability plan; the first of its kind to be driven by and developed concurrently with a Health Impact Assessment. Jonathan co-designed and oversaw the installation of a permanent public art project at the Austin International Airport where some 400 sculptural concrete elements lead passengers to and from the terminal building along a 300 ft long walkway set within a repurposed structure. Many of the sculptural elements are suspended by a custom designed cabling system integral to the repurposing of the existing structure. For a new combined sciences building in Ogden, Utah Jonathan directly lead the Studio's in house team on the installation of an over 40 ft high sculptural wall combining custom made sculptural components, a water feature, and indoor plantings. For the Studio's Queens Plaza project in Long Island City Jonathan oversaw the fabrication and installation of over 3,000 custom made pavers and bench elements which function as part of the site's stormwater management system. Jonathan was a part of the Studio's team designing and installing an outdoor sculptural water filtration wall at a Seminole Gaming facility in Coconut Creek, Florida.

Jonathan's current projects include a collaboration with the University of Connecticut on community based green infrastructure planning and implementation in Bridgeport, a collaboration with Connecticut Seagrant on the development of a "regenerative seawall" that enhances habitat at previously impacted waterfronts, and a permanent public art commission at Stanley Greene: the first residential neighborhood to be built as part of the Downsvew Park redevelopment plan in Toronto.

In addition to his work with the Studio, Jonathan engages in small scale rehab design-build projects. He's redone 7 residential units on 5 different properties and has converted a home into a commercial daycare center. Before joining Michael Singer Studio Jonathan had the privilege of working with noted product designer the late Eva Zeisel.

Jonathan lectures regularly on a variety of topics, most recently as keynote speaker at the annual conferences of *GeoForum* (Denmark's GIS association) and that of the Israeli Ministry of Environmental Protection. He was a workshop leader at the *Renobacio Urbano* American Planning Association workshop in Aruba, and was a visiting member at the Abu Dhabi Urban Planning Council's urban design review panel. Jonathan is a Lecturer of Urban Design at the University of Pennsylvania School of Design since 2008 where he has taught studios and core curriculum classes.



Michael Singer Studio

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

Michael Singer Studio and Asa Engineering & Consulting Team

First Street Steps			Selected Projects / Image List	
Image #	Title & Location	Dimensions & Materials	Date of Completed Work & Budget	Brief Description
1	Alterra Atria Gardens, Wageningen, The Netherlands	Approx 6,000 sq. ft., concrete, stone, wood, water, soil, plants	1998, Approximate budget \$600,000 for 2 atriums	The <i>Alterra Atria Gardens</i> function as the “lungs and kidneys” of the building complex, cleaning air and gray water as well as providing comfortable climate control. In the first atrium water moves through a series of sculpted pools and weirs with a range of aquatic and emergent vegetation and fish. Below the water’s surface these pools have a variety of sculpted layers and forms that provide shelter for fish and support vegetation requiring different depths of water. The sculpted pool in the second atrium has a large shallow-patterned concrete plate with water plants growing on its surface. The water slowly overtops the pool and drips into a deep cistern for storage and recycling in the building’s irrigation system and toilets. The design of this pool also provides research and experimentation sites within the garden for environmental scientists working for the institute. http://www.michaelsinger.com/project/alterra-atria-gardens/
2-3	Seminole Sculptural Biofiltration Wall, Coconut Creek, Florida	20’ x 20’ x 40’ H, cast stone, copper, steel, LEDs lighting, water, plants, biofilters	2012, Approximate budget \$950,000 (including solar film installed)	The <i>Seminole Sculptural Biofiltration Wall</i> is a solar powered, 40’ tall sculptural wall that filters approximately 150,000 gallons of water a day through mechanical and biological systems, improving the water quality of the adjacent retention ponds. The Sculptural Biofiltration Wall was conceived as a living system designed to regenerate the surrounding environment by improving water quality, enhancing habitat viability, as well as informing and inspiring the public about ecological systems. http://www.michaelsinger.com/project/seminole-sculptural-biofiltration-wall/
4	Becton Dickinson Courtyard Garden, Franklin Lakes, New Jersey	½ Acre in area, stone, concrete, water, soil, plants	1990, Approximate budget \$400,000	The garden merges a series of low stone retaining walls and stepping terraces with the gradual slope of the ground towards the adjacent woodlands. There are sculptural elements both below and above the ground level of the terraces, as well as water pools supplied by a channel adjacent to the garden pathway. The water in this channel collects in the lowest pool where it gently falls into a cistern, eventually returning to the upper-most terrace water source. The final cistern is formed as a well with a sculpted granite cap; the composition of the well and cap are designed to reverberate the sound of the water, giving it a stronger presence within the garden. http://www.michaelsinger.com/project/becton-dickinson-courtyard-garden/

5	Queens Plaza, Long Island City, Queens, New York City	Within 2 acres, concrete, copper, soil, plants	2011, Approximate budget \$450,000	At the heart of the <i>Queens Plaza</i> design is a stormwater collection, filtration and infiltration system that supports a massive re-growth of vegetation from within the tangled urban core of over 14 lanes of traffic, 2 elevated subway lines, 2 bridges, and a multitude of subways and utilities. Michael Singer Studio ultimately created over 3000 individual paver, runnel and bench cap elements that create a sculptural tapestry throughout the new urban plaza. Some elements, such as the runnels and planted permeable paver groups, are an integral part of the wetland and stormwater cleansing system for the site. http://www.michaelsinger.com/project/queens-plaza/
6	Uplifted Ground, Austin International Airport, Austin, Texas	300' x 18'x 15' H, concrete, copper, Texas Llano Uplift Granite, LEDs, steel	2015, Approximate Budget \$1,800,000	<i>Uplifted Ground</i> is a 300 foot long sculptural landscape at the Austin International Airport connecting the main terminal to the airport's new rental car facility. Designed as a part of the walkway's structural system, the sculpture is uplifted, rising from the ground, referencing nearby geological formations. The Studio designed, fabricated and led the installation of the nearly 400 earth-toned suspended geometric concrete elements embedded with copper, steel, and patterns derived from Texas aerial photography. The sculptural elements are lit from within, creating an elegant glow at night. http://www.michaelsinger.com/project/uplifted-ground-at-austin-airport/
7	Pattern Formations at the Tracy Hall Science Center, Weber State University, Ogden, Utah	15'x2'x40' H concrete, copper, copper dipped aluminum, aqua resin, water, plants	2016 \$472,000	<i>Pattern Formations</i> references nearby geological formations in Weber Canyon, local minerals, and abstractions based on natural patterns, observed phenomena, systems and structures that reference the scientific disciplines found within the new science building. The centerpiece of <i>Pattern Formations</i> can be found in the atrium at the heart of Tracy Hall. The 40 foot tall sculpted wall with a central runnel of water references the nearby geological formation known as the Devil's Slide, a horizontal limestone formation tilted 90 degrees approximately 75 million years ago and carved out by water and erosion ever since. http://www.michaelsinger.com/project/pattern-formations/
8	Denver International Airport Concourse C Interior Garden	5,000 sq. ft. garden, 7,000 sq ft inlaid granite floor; copper, concrete, stone	1994, Approximate budget \$600,000	Concourse C of the Denver International Airport was re-imagined as a garden oasis within the steel and concrete cathedral-like core of the building. The two facing gardens, each built over the train system below, frame the entire circulation core, creating the experience of ascending into the garden from below or descending into the garden from above (when returning to the main terminal). Within the gardens vegetation climbs and weaves through the patinated walls and over the ground plane of sculptural elements. http://www.michaelsinger.com/project/denver-airport-atrium/
9	Athens Embassy Entry Garden, US Embassy, Athens, Greece	70' x 15' x 3'H stone, concrete, soil, plants, cast aluminum, tile	2007, Approximate budget \$350,000	The sculpture is a platform-like structure emerging from below grade. Solid forms of the piece combine to reference a whole, as if the piece were a foundation for something once present. Water emerges from a hidden reservoir into a runnel at the high end of the piece and runs as a shallow wash over textured cast aluminum surfaces, creating a golden patina over time. Groundcovers and succulents are planted within the piece and have slowly begun to spread in and around the sculptural forms. http://www.michaelsinger.com/project/athens-embassy-entry-garden/
10	Memorial Garden, Stuttgart, Germany	1 acre, stone, concrete, wood, soil, plants, bronze, water	1992, Approximately \$1,500,000 installed	The City of Stuttgart commissioned Michael Singer to design and construct a one acre garden within Killesberg Park. The garden was conceived as a series of enclosed and layered spaces for remembrance. The project is defined by two primary spaces, one a shaded area and one opening to the light. The spaces are enclosed by vegetation and sculpted wood gates. Two existing small streams converge at the site, augmented by three wells designed by Singer. The water collects in quiet pools, revealing sculptural forms and chambers below the surface. In effect, the sculptural pools and wells slowly cleanse and aerate the water as it moves through the garden. Pockets of native vegetation are built within the pools and emerge as though from a layer of earth beneath the water. While most of the water in the garden seems still, the passage of the water can be heard moving in concealed troughs throughout the garden. http://www.michaelsinger.com/project/stuttgart-memorial-garden/





THE ANNALS OF ENVIRONMENTAL ENGINEERING
SCULPTURAL BIOFILTRATION WALL

HOW IT WORKS

- 1. Rainwater is collected from the roof and directed to the wall.
- 2. The water flows through a series of filters, including sand and gravel, to remove debris and sediment.
- 3. The water then passes through a layer of plants, which help to filter out pollutants and improve water quality.
- 4. The filtered water is collected in a reservoir at the base of the wall and can be used for irrigation or other purposes.

REGENERATION

The wall is designed to regenerate the natural water cycle by providing a habitat for beneficial bacteria and plants. This helps to improve the overall health of the environment and reduce the need for chemical treatments.







New unbeatable price.
Unlimited 4G.LTE



No contract

metroPCS

Van Wagner

Club Petra
clubpetranyc.com

HOLIST











Information about the Site / Written Project Description & Artist Statement of the Artwork

The Scramble Interactive Streetscape on 1st Street (*The Scramble*) takes advantage of the dramatic incline of the streetscape to create a sculpted interactive space while re-purposing the already existing funicular infrastructure as an innovative stormwater collection and filtration system. *The Scramble* is envisioned as a streetscape that one can explore by moving through a sculpted space including an urban rock scramble. Within the streetscape there are also several contemplative seating areas where flowing water can be heard moving through the space and dropping into the stormwater vaults below grade. The sculpted elements within the project utilize local stone, intricate cast concrete details and niches of light in the evening- visually reinforcing the connectivity of 1st street during the day and night.

The Scramble is conceived as a space that honors and builds upon the City of Chattanooga's Art and Nature concept for the downtown area connecting multiple venues along the City's "Ramble". *The Scramble* utilizes local cut stone with beautiful swirl patterns referencing the movement of water and the nearby Tennessee River. The sculpted landscape itself references angular rock outcroppings in the region and is intended to visually and experientially tie to the nature themes of the Aquarium Plaza. The scrambling aspects of the project are an homage to the climbing culture in Downtown Chattanooga including the nearby Block and the Walnut Wall in Coolidge Park. Even the angular forms of the sculpted elements are intended to visually link to other parts of the City including the architecture of the Hunter Art Museum, the top of the Aquarium buildings, the Block, the angular concrete piers of the glass bridge, and the angled slopes in Renaissance Park which themselves seem to reference the natural geology and beauty of the region.

Underlying *The Scramble* is an innovative stormwater collection, filtration, recirculation, and irrigation system based on the re-purposing of the existing 7- to 8-foot-deep funicular vault. The goal of the stormwater system is multi-fold; first to divert and capture urban stormwater, second to aerate and cleanse the water before it enters the Tennessee River, and lastly to use the stormwater as an amenity and for providing irrigation rather than utilizing potable water. Water circulates through *The Scramble* in a series of wells throughout the landscape; the water system is primarily gravity based. The water in *The Scramble* utilizes the captured stormwater which can be seen and heard but is otherwise not accessible. The nearby interactive features at *The Passage* and Aquarium Plaza offer numerous water play areas; *The Scramble* offers an auditory experience of the water with, for the curious, glimpses of its flow. Area lighting for the streetscape is provided by the already existing light poles.

The Scramble is composed of several types of custom sculpted elements including benches. All the Elements are made of fiber reinforced sculpted concrete utilizing less Portland cement than typical and made with 70% recycled content. The Elements are textured with handcrafted reliefs created by Michael Singer Studio and are embedded with local

sandstone from nearby Sequatchie County. All Element detailing (structural and decorative) were developed and documented in shop drawings sealed by the project's structural Engineer of Record and approved (prior to fabrication) by the City of Chattanooga.







Information about the origin, derivation, history, and past ownership of the Artwork

This project was built in-situ and has no provenance. Site Work was procured by the City of Chattanooga through contract #R-18-004-201.

Information about the methods used for collecting community feedback about the Artwork and the outcome

River City Company issued an RFP/Call to Artists in August 2016 for the project and received 51 responses from across the country in September. An Artwork Selection Panel (full list available upon request) was assembled of Public Art Chattanooga (PAC) Commissioners, surrounding stakeholders (institutional, cultural, residential, and commercial), local artists and others to cull the 51 submittals down to three. Also following PAC guidelines, the three semi-finalist artists were given a stipend to further develop their concepts into schematic design presentations. A larger audience was assembled to view each presentation, including the Artwork Selection Panel, the Chattanooga Public Art Commission, other City of Chattanooga representatives, philanthropic foundations, the Chattanooga Design Studio, and other area stakeholders. Michael Singer Studio was awarded the commission from this semi-finalist design competition. A PAC proposal was submitted, and PAC guidelines followed throughout, with Katelyn Kirnie, former PAC Director leading the selection and design process.

Budget

ARTWORK DESIGN		
Full Design thru CDs / VE Engineering	\$142,500	
ARTWORK FABRICATION		
Shop Drawings and Delivery	\$410,573	
	\$553,073	TOTAL ARTWORK COST
SITE WORK-CITY OF CHA		
Construction	\$833,107	VIA RESOLUTION 30199
<i>Contingency</i>	\$83,500	
total funds avail:	\$916,607	
CRF #1		
		VIA RESOLUTION 30367
Additional Trees	\$5,292	
Alternate 1	\$5,000	
Alternate 3	\$145,000	Western end
Alternate 4	\$2,000	
	\$157,292	
Add Additional Contingency	\$15,540	
Revised Contract Amount / P&C	1,089,438,55	
FINAL CONTRACT AMOUNT / P&C	\$ 1,031,610.90	VIA RESOLUTION 30798
LEFTOVER CONTINGENCY	\$ 57,827.65	
Transfer to 4020 Public Art Maintenance		

Conditions or limitations on the donation proposed by the donor

None.

Plans for a dedication event sponsored by the donor, if desired. The City is not responsible for planning, financing, promoting, or hosting such an event. (If such an event has already occurred, please provide images and information.)

Held April 7, 2021 in coordination with the City of Chattanooga.



Warranty of Originality Information



Singer Studio LLC

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

1.7.20

Jim Williamson
Vice President, Planning and Development
River City Company
850 Market Street, Suite 200
Chattanooga, TN 37402
jwilliamson@rivercitycompany.com

Agreement for Fabrication of Sculpted Elements for The Scramble on 1st Street 1.7.20

The following Agreement is for custom fabrication and delivery of Sculpted Elements for the Scramble Project located on 1st Street in Chattanooga, Tennessee (Project). The Sculpted Elements and quantities are listed below and correspond to "The Scramble - Interactive Streetscape on 1st Street" (Project Construction Drawings) issued by the City of Chattanooga (City) contract number R-18-004-201, dated 10.22.19. The Sculpted Elements are made from sculpted precast concrete with embedded stone.

Singer Studio LLC (SGS) is the business entity of artist Michael Singer that will provide the Sculpted Elements as unique "Works of Art" to the River City Company (RCC) for the fee amounts specified below. As a part of this agreement RCC is requesting that SGS deliver the Sculpted Elements to the contractor selected by the City (General Contractor) for unloading, handling, storage and ultimately the installation of the Sculpted Elements by the General Contractor. This Agreement only includes fabrication and delivery of the Sculpted Elements by SGS and excludes any unloading, handling, storage, hardware, plumbing/electrical parts, waterproofing, lighting, installation or any other service or materials beyond the fabrication and delivery of the precast concrete and stone Sculpted Elements.

Both Michael Singer Inc. (MSI) and SGS are business entities of artist Michael Singer and Michael Singer Studio.

Sculpted Elements to be provided by SGS in this Agreement

- 5 Sculpted Benches
- 3 Large Sculpted Scramble Elements
- 26 Medium Sculpted Scramble Elements
- 19 Small Sculpted Scramble Elements
- 3 Sculpted Water Chamber Top Covers
- 3 Water Chamber Bottom Basins

Total Cost: \$316,021

Sculpted Elements in Add Alternate #3 (per the Project Construction Drawings)

- 3 Sculpted Benches
- 4 Small Sculpted Scramble Elements

Total Cost for Add Alternate #3: \$28,352

(All Sculpted Elements above must be purchased for the Add Alternate #3 price to be honored. Add Alternate #3 is assumed to be excluded unless specifically requested in writing by RCC with 2 months of the execution of this Agreement.)

The following Terms and Conditions apply to this agreement:

1. The "Precast Concrete Element Notes" on Project Construction Drawing sheet C0.4 and the "Artistic Precast Concrete Notes" on Project Construction Drawing sheet S-0.1 (Notes) apply to all of the Sculpted Elements provided in this Agreement. These Notes can be found in the "The Scramble - Interactive Streetscape on 1st Street" Project Construction Drawings, contract number R-18-004-201, dated 10.22.19. The term "Contractor" in the aforementioned Notes refers to the General Contractor hired by the City to build the Scramble Project and install the Sculpted Elements. Under this agreement RCC affirms that it will do everything in its power to ensure the General Contractor and the City coordinate with SGS regarding all aspects of the Project per the aforementioned Notes on C0.4 and S-0.1.
2. All Sculpted Elements listed above will be documented in Shop Drawings created by MSI (under a separate agreement with RCC). All Shop Drawings will be reviewed by SGS/ MSI's Project structural engineer of record Colby Co Engineering (CCE) before being submitted for review by RCC and the General Contractor.
3. SGS's fabrication work on the Sculpted Elements will only commence upon the execution of this Agreement between SGS and RCC, payment to SGS of a 40% deposit, and the General Contractor's written approval of the SGS's Shop Drawings (including 'sign-off' on the actual drawings). To expedite fabrication SGS's Shop Drawings will be submitted in batches, each requiring third party sign-off. Third party Shop Drawing review is assumed to be 5 business days; delays in Shop Drawing review may create fabrication and/or delivery delays. All such delays and any repercussions or costs for such delays, shall not be the responsibility of SGS.
4. SGS's total fabrication time shall be 6-7 months from execution of this Agreement. If possible, at SGS's sole discretion select Sculpted Elements may be completed prior to 6 months and delivered the General Contractor. Sculpted Elements may be delivered to the 1st Street Project site or an alternative storage site mutually agreed upon in advance by SGS, RCC, the City and the General Contractor.
5. Sculpted Elements delivered to the General Contractor shall be invoiced to RCC on a percentage of completion basis (based on the remaining non-deposit amount). Terms of payment are NET 30 from the delivery date; delays in payment to SGS may create fabrication and/or delivery delays. All such delays and any repercussions or costs for such delays, shall not be the responsibility of SGS.
6. An installation key for the Sculpted Elements will be provided by SGS for locating the Sculpted Elements within the Project. The installation key will generally correspond to the Project Construction Drawings noted above with added references to ensure correct identification of the Sculpted Elements by the General Contractor.
7. Under this Agreement, a maintenance plan will be provided by SGS for the care and maintenance of the Sculpted Elements provided by SGS. This document will be provided within 30 business days from the completion of the Project installation by the General Contractor.
8. MSI/ SGS may be contracted by RCC for concurrent services that may be related to this Fabrication Agreement. However related, the contracts for all services will remain independent from each other. Regardless any overlap the contracts are considered unique and separately enforceable.
9. Any work beyond the fabrication and delivery of the Sculpted Elements noted above is assumed to be the work of others. Any services by SGS beyond the services of this agreement will be submitted to RCC for approval prior to any commencement of Additional Services.
10. Due to the timeframe of this project and the significant amount of upfront coordination required for the creation of molds, this contract allows for no early termination or deposit refund.

If you have any questions concerning this Proposal, please call. If you are in agreement, kindly sign and return to SGS for finalization. You may sign, scan, and email the contract if desired.

for Singer Studio LLC

Date


Jim Williamson for the River City Company

01.07.2020

Date

CONSERVATION ASSESSMENT

THE SCRAMBLE BY MICHAEL SINGER

Prepared for: Jim Williamson
Vice President, Planning & Development
River City Company
850 Market Street, Suite 200
Miller Plaza
Chattanooga, TN 37402
Jwilliamson@rivercitycompany.com
423-664-4839

Conservator: Lucinda Linderman
1814 S. Holly St.
Chattanooga, TN, 37404
LucinArtsLLC@gmail.com
786-519-8449

Date of Assessment: July 10th-July 28th, 2021

Date of Report: August 2021

Artist: Michael Singer
Object/Title: *The Scramble*
Date: 2021
Materials: Concrete, sandstone, brick,
plants, electrical system,
mechanical system, and
irrigation system.
Location: between Market St. and Cherry
St. on the western half of the
100 East block of 1st Street

This conservation assessment outlines the current condition of the Scramble sculpture installed in Chattanooga in March of 2021. It includes baseline photographs of all five sides of each of the 52 sculptural elements, the water chamber elements, and the benches.

This report serves to supplement the Singer Maintenance Plan provided by the Michael Singer Studio. The maintenance plan provided by the studio describes all systems included in the sculpture and how the artist would like them maintained. This report includes additional maintenance recommendations for longevity of the sculpture, conditions expected to occur naturally and through interaction of the public, and a general estimate of costs of maintenance for budgetary purposes.

The water and electrical systems as well as other items not traditionally considered sculpture such as the curbs and bricks were not included in this assessment but are described as part of the sculpture in the Singer Maintenance Plan.

The three water chambers were photographed but not assessed as the lids are being replaced due to stress fractures along the thin area of concrete on either side of the viewing windows.

Description and Condition:

Section E.2. *Custom Sculpted Elements* of the Singer Maintenance plan covers the description and fabrication of the sculpted elements, below is an additional description relevant to the conservation of the sculpted elements

This sculpture is an abstracted work depicting a city scape. This “sculpted landscape” is situated on a section of land approximately 20ft. wide that stretches between Market and Cherry Street

The sculpture is comprised of sculpted rectangular shaped elements, water chamber elements, seating areas with benches, internal lighting, landscaping with native plants, a rain water collection and filtration system, and an electrical system to run the water pump and lighting. A brick sidewalk was also designed and installed as part of the sculpture. For the assessment, the benches and sculptural elements were examined, the electrical and water systems were not accessible. These systems are outlined in the maintenance document provided by the Singer studio.

There are fifty two cast concrete rectangular shaped sculptures. Four of the sculpted elements are arranged with 3 benches at the entrance to the park on Market Street. The rest of the sculptural elements (48) grouped together in a landscaped rectangular park that extends up a hill along First street. Among the grouped sculptures, there are three additional sculptures that function as water catchment tanks with lids. Two seating areas, each with two benches are located in inlets along the park between the walkway and the sculpted landscape park area.

Each sculpture consists of a main cast concrete element with recessed areas of geometric patterning, smaller “embeds” of solid rectangular sandstone , adhered to the top and sides of the sculpture, and an internal lighting fixture. The cast concrete element is made from fiber reinforced concrete with 70% recycled content, including recycled glass pozzalans (VCAS 160 by Vitro Minerals). The sandstone elements are beige with yellow veining; described in the maintenance plan as ‘variegated brown’ and sourced from Sequatchie County. The embeds each approximately 18” x 12”x 2”. They are adhered to the concrete using Laticrete 254 Platinum, a polymer-fortified mortar. The Laticrete mortar is visible as an off-white line around the bottom edge of each sandstone embed. Lighting fixtures are placed inside each sculptural element, staked into the ground out of sight. LED fixtures may be changed by reaching into the sculpture, pulling out the entire lighting component to change the fixture, and then placing it back into the sculpture.

There are seven benches in total. Benches are fabricated in the same fashion as the sculptural elements.

The small sculptural element at the entrance to the landscaped area on the visual right is built as a cover to conceal the water pump

The water filtration system is built into the pre-existing structure of funicular vault from a previous public artwork in this location. The sculptural elements sit on top of compacted rock that fills the water filtration system. Plants, Soil, and mulch covers the compacted rock and sits in-between the sculptural elements.

All of the sculpted elements and benches are intended to weather naturally over time. There is no coating on the cast concrete, but there is a sealer on the sandstone to enhance the colors (AMF matte Safecoat® Water Shield).

The sculpture is newly fabricated and in excellent condition with minor conditions noted below.

Upon installation of the sculptural elements, the lids on the water chamber tanks cracked and/or broke on all three tanks. There is an open viewing panel in each lid. There is only 4-6 inches width of concrete on either side of the open viewing panel, which is the weakest area of the lid. The cracks extend from the edges of the viewing panel to the edge of the lid through the narrowest part of the cast concrete. The lids are being refabricated and replaced. The new lids will have smaller viewing panels to allow for an increased width of concrete on either side of the panel to increase the strength. The lids will weigh slightly more than the original 200lb lids. These are not addressed in this report as they will be replaced.

The other 52 cast elements are all solid on top, and do not have the same issue of a weak area as the three water chamber tanks.

During the casting process, several small casting losses occurred in the surface of the sculptural elements. These losses were filled in by the fabricator with a patch kit. These areas are not visible from a normal viewing distance and are only noted when examining the sculpture up close. The material used to fill losses was a patch kit made from white Portland cement, sand, and the necessary dye. These filled areas are noted throughout the sculpture and are considered original to the artwork fabrication.

Current conditions found in various repeated locations throughout the artwork include dirt and debris on sculpture, staining from vegetation transfer, shoe prints, bird and lizard guano, ants, spider webs, trash in and around the sculpture, gum, efflorescence, and black drips down sculpture attributed to atmospheric or biological staining.

There is red staining in skyward facing crevices and reliefs on most of the sculptures. The origin of the staining is not immediately identifiable and would take further investigation to determine what is causing it. It is possible that artificially colored mulch was used over the ground between the plants instead of natural mulch. The Singer Maintenance Plan specified natural mulch be used in section E.7. *Plants*.

During the assessment, each individual sculptural element was photographed on all five sides. Images were organized into numbered folders. All numbers correspond to numbered elements on shop drawings. Individual conditions found on each section are outlined below.

Bench #1, transfer or grinding marks found along edge of bench presumably from a skateboard.

Conditions specific to individual sculptural elements:

05. 1/4 inch loss on top northeast corner, original to the artwork

07. marks on bottom northeast corner, possibly from straps used during installation

13. yellow glue substance on bottom of east facing side.

14. brown sticky accretion on top of sculpture 4" x 2" x 2".

crack noted in adhesive under sandstone block (within parameters outlined by maintenance

manual)

15. dimensional yellow accretion, 1/2" diameter, appears to be glue
16. dimensional yellow accretion, 1/2" diameter, appears to be glue
gray marks on upper south edge
17. trash inside sculpture. Yellow glue substance on bottom edge bottom north edge.
18. efflorescence occurring at the edge of stone.
20. two brown stains on top ~1" in diameter
21. yellow glue-like accretion on southwest bottom edge
29. crack along top edge of sandstone measuring 12" long by ~ 1/64th" wide (within parameters outlined by maintenance manual)
44. 6" crack in sandstone on west side on top of sandstone (within parameters outlined by maintenance manual)

Condition Photographs:



Detail of plant transfer and debris on sculpture.



Detail of trash thrown into sculpture.



Detail of red staining found in recessed reliefs, noted on most of the elements.





Detail of footprints on tops of elements



Detail of efflorescence near grout, noted in ~5 areas.



Detail of biological and/or atmospheric soiling on elements.



Detail of casting losses in the surface; original to the artwork.



Detail of fill material in casting losses; original to the artwork, noted in ~50 to 60 areas.





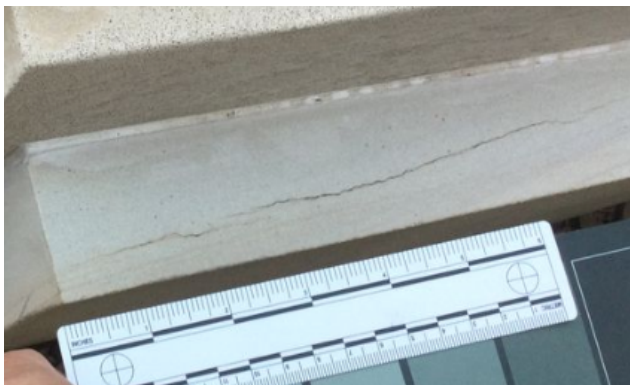
Detail of yellow adhesive found on several elements (shown #15 & #7).



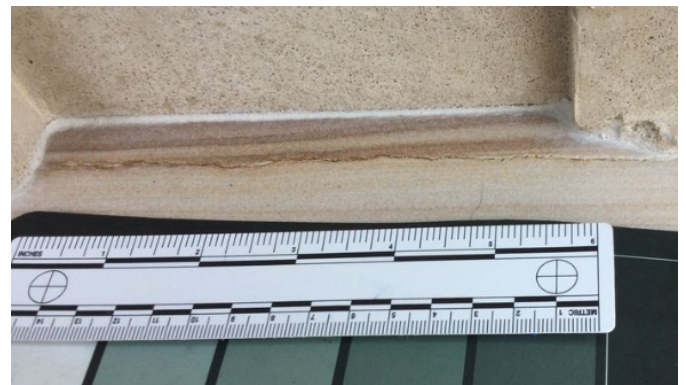
Detail of chewing gum on sculpture.



Detail of sticky substance noted on element #14.



Detail crack in sandstone on element #29.



Detail of crack in sandstone on element #44.

To access the complete set of the baseline digital photos taken during the assessment, please copy and paste the following link into your browser:

<https://www.dropbox.com/sh/slwfab0rmv29ul/AADs8fgCgyY5bl7hijpjrERpa?dl=0>

Conditions expected to occur frequently:

- Trash between sculptures and trash thrown inside of sculptures

- shoe prints on sculptures, including green staining/transfer on sculptures from transfer of individuals stepping on the plants that are overlapping the sculptures
- blue staining from blueberries when they're in season
- unidentified red staining on surface
 - a. Staining will likely increase on elements unless it is identified and repaired.
- broken plants from people climbing on sculpture
- wash out of mulch onto the sides of the sidewalk exposing covered electrical and irrigation components
- insects nesting in area
 - a. Ants and spiders are noted in several areas, bees, wasps and other insects will possibly create nests in or around the sculptural elements.
- bird and lizard guano on surfaces.
- biological growth on elements
- environmental black staining dripping down corners of sculpture.

Maintenance Required:

This includes recommended maintenance outlined by the Singer Maintenance Plan along with additional maintenance recommended for conservation of the sculpture.

Frequent Maintenance-at least 1x per month (maintenance staff-1/2 day for 1 person)

- Remove trash in and between elements.
- Inspect lighting at dawn or dusk to ensure all bulbs are functional.

Biannual maintenance - suggested in early spring and late fall of each year.

- Walk through sculpture to check for any damage and remove trash. (conservation technician-1/2 day)
- Trim back vegetation around Sculptural elements and electrical components by hand according to the SMP. Do not use weed eaters or other powered landscaping equipment directly around sculptural elements. (maintenance staff-1 day for 2 people)
 - Cut back perennials and lovegrasses to 4" in February.
 - Prune blueberries and Azaleas to 18" in winter. Remove any dead wood from shrubs.
- Apply a granular sulfur fertilizer for acid loving plants directly to roots of plants and following recommendations from the manufacturer of the fertilizer. Do not allow any fertilizer to come into contact with the sculptural elements. (maintenance staff-1 day for 1 person)
- Replace any low or lost mulch around plants. Do not use artificially colored mulch, as this could be causing red staining on elements. (maintenance staff-1 day for 1 person)
- Inspect exposed electrical components to ensure no plants or debris are intertwined with components. This includes power supply lines and conduit, junction boxes, low voltage transformers, wiring and leads, light fixtures, and all associated hardware and mounting fixtures. (maintenance staff-1 day for 1 person)
- Clean bird poop and lizard guano off of sculptural elements using wooden skewers, distilled water, and soft brushes. (conservation technician - 1/2 day)
- Clean out silt and debris from the gravity fed water chamber supply pipes according to directions in the Singer Maintenance Plan. It is important that the maintenance staff

cleaning the pipes understand all aspects of the Mechanical System described in E.5. of the Singer Maintenance Plan. (conservation technician-1 day; maintenance staff-1 day for 1 person, certified plumber-1 day)

1. Turn pump controller switch to 'Off'.
2. Remove lids on all three Water Chamber elements (2-3 people needed to move lids determined by weight of reinforced new covers).
3. Allow water to drain out of system. Inspect each Water Chamber to ensure that it drains fully. If the chamber does not drain, clear out the drain holes at the 6" vertical pipe.
4. Run a 3/8" rod through the drain holes at Fall maintenance to ensure they are not clogged during winter when freezing may occur.
5. Vacuum out debris and silt from the bottom of the 6" vertical pipe following directions outlined in the Singer Maintenance plan under *Cleaning Out the Gravity Fed Water Chamber Supply Pipes*.
6. Turn pump controller switch to 'Auto'.
7. Check that pump is functioning after a rainstorm following maintenance.

Annual maintenance

- Document all five sides of each sculptural element, benches, and water chamber elements with digital photographs, detailing any changes to the surface. Michael Singer Studio recommends this done each year for the first two years, then performed every other year. However, to identify any issues occurring with the interaction of the public, a condition report should continue to be made annually by a conservator, a trained conservation technician, or a registrar. The condition report must include any changes to the overall sculpture, documentation of any new damage to sculptural elements, procedures and products used during maintenance, and names of staff performing the biannual and annual maintenance (Conservator – 2 days).
- Wash the sculptural elements by hand to remove built up dirt and debris, bird and lizard guano, shoe prints and unsightly staining that does not appear natural. Wash each element with a solution of Orvus WA® Paste diluted in filtered tap water (~1 tablespoon per 5 gallons water) or other conservation grade detergent using soft bristle brushes with plastic or taped handles. Wooden skewers may be used to remove stuck on guano and chewing gum. To remove stubborn unsightly stains, solvents may be used following the guidelines outlined by the Singer Studio. Cleaning should only be performed by a conservator, conservation technicians, or city staff specifically trained in sculpture maintenance (conservation technician- 2 days, maintenance staff- 2 days for 1 person).
- Remove efflorescence or mineral build-up from sculpture. (conservator- 1 day)
- Clean debris out of manhole structure directly east of the Scramble. (maintenance staff- 1 day for 2 people)
- Drain the irrigation system prior to winter. (maintenance staff- 1/2 day for 2 people)
- Test the batteries in the irrigation solenoid controller, replace if needed.

Maintenance required every 3-5 years or as needed:

Resealing the stone to enhance color. When stone embeds appear faded or the current coating is failing or flaking, stones should be resealed with matte Safecoat® Water Shield by AMF Safecoat.

1. Cut back or tie back all plants that touch any of the stone embeds.
2. Sand by hand all stone embeds using 250 grit or higher sandpaper to remove any coating remaining on the surface. No sanding marks or change in texture should be noticed.

3. Wash all sculptural elements as described above.
4. Allow elements to fully dry.
5. Tape around stone elements using a removable painter's tape.
6. Apply 2 coats of Safecoat® Water Shield using chemical resistant paint brushes with all metal areas taped. Avoid any drip marks (these may become visible when the sculpture is wet and will need to be addressed. Follow all manufacturer's directions and suggestions.
7. Remove blue tape, clean any adhesive transfer with the appropriate solvent. Tape should not be left on the surface of the concrete for more than 48 hours.

Conditional Maintenance:

- Change light fixtures as needed in Sculptural Elements:
 1. Turn power off prior to changing fixtures.
 2. Lift the entire light and landscape stake out of its base and carefully pull it through the Element's 4" opening.
 3. Replace fixture with a new LED fixture with color temp 2700k for Grand Accent 12V - model 5211-12BK.
 4. Replace stake with new fixture back in the base in the exact same location as it was removed from.
 5. Turn power back on and check that bulb and fixture are functioning.
- Change submersible LEDs as needed in Water Chambers
 1. Turn power off prior to changing bulbs.
 2. Remove lid from top of water chamber. Depending on new weight of lid, this may require 2-3 individuals.
 3. Photograph the underwater spotlights for documentation of placement and direction of fixtures.
 4. Pull the underwater spotlight and replace the fixture.
 - i. Fixture: Minivault LTV768 120/277 Volt, Die-Cast Brass, LED
 1. Kim Lighting® Catalogue number LTV768WF/9L4KUV
 5. Replace the underwater spot using the reference photo taken prior to changing bulb.
 6. Replace lid on Water Chamber, check that fixture is not visible through opening.
 7. Turn power back on and check that light is functional.
- Winterize the Mechanical System following directions in the Singer Maintenance plan if a particularly harsh winter is expected
- Remove snow from tops of elements by hand. If ice removal is required on the sidewalks surrounding the sculpture, sand or gravel is recommended. Do not chip ice near the sculpture or use salt based de-icing products on sidewalks surrounding the sculptures.
- Allow Minor damage to the elements to weather. Minor damage is defined under the section E2 as part of *Suggested Inspections and Maintenance* in the Singer Maintenance Plan.
- Repair Substantial damage using conservation grade materials. Each fill should be custom matched to the weathered color of the surrounding concrete or stone. Fill material should be a conservation mortar designed for concrete or limestone, such as products from Cathedral Stone or Edison Coatings. Fill material should be blended with the same recycled pozzolans (VCAS 160 by Vitro Minerals) to create a seamless fill. Concrete fills are not recommended for conservation of artworks as they continue to cure over time and are always visible. Michael Singer Studio requested that all damage along with photos be reported to the studio prior to repair.

- Major damage should be addressed by the Michael Singer Studio unless otherwise advised.
- Issues with the electrical system should be addressed by a certified electrician accompanied by a conservation technician to ensure no damage to Sculptural Elements occurs during repair.
- Issues with the mechanical system should be addressed by a certified plumber accompanied by a conservation technician to ensure no damage to Sculptural Elements occurs during repair.
- Control pests if they present deterioration to the sculpture according to the Singer Maintenance Plan.
- Document any repairs made to the sculpture including electrical and mechanical systems.

Additional Recommendations:

- Install garbage cans on walkway along sculpture.
- Purchase and store a bag of recycled glass pozzolans VCAS 160 by Vitro Minerals to have easily accessible for future fills
- Purchase and store replacement fixtures for both underwater spots and landscaping lights inside of sculptural elements to have easily accessible for needed replacements.
- Perform a condition assessment prior P&C Construction’s general warranty expires on 3/22/2022.
- Many of the items used in this sculpture have manufacturer warranties, some lasting up to 20 years. Warranties are found in *The Scramble Close out Binder* and should be checked if issues arise with any of the materials.
- Contractors to repair artwork should first be contacted from P&C Construction subcontractor list as they will already be familiar with the components of the project.

Cost Estimate:

Frequent Maintenance ~ 10 times per year	maintenance staff-1/2 day for 1 person@\$96- \$120/day (\$12-\$15/hour)	\$576.00-\$720.00
Biannual Maintenance- twice per year	conservation technician-2 days @ \$240/day (\$30/hour); maintenance staff- 6 days @ \$96- \$120/day (\$12-\$15/hour); certified plumber- 1 day@ \$240/day (\$30/hour)	\$2,016.00-\$2,880.00
	Individual maintenance =	
	\$1296.00-\$1440.00	
Annual Maintenance- once per year	conservator- 3 days at \$680/day (\$85/hr.); conservation technician-2 days @ \$240/day (\$30/hour);	\$2,808.00-\$2,880.00.

maintenance staff- 3 days @
\$96- \$120/day (\$12-\$15/hour)

**Total costs of maintenance
per year**

\$5,400.00-\$6,480.00

Cost Estimate for recoating stones:

Recoating stones every 3-5 years or as needed when fading, blanching, or deterioration occurs	conservator- 1 day at \$680/day (\$85/hr.); conservation technician- 8 days @ \$240/day (\$30/hr.); maintenance staff-8 days @ \$96- \$120/day (\$12-\$15/hour);	\$3,368.00-\$3,560.00
Materials		allow up to \$500.00
Total Costs		\$4,720.00-\$5,800.00

Cost Estimate examples for conditional maintenance

Changing lightbulbs in sculptural elements	maintenance staff-1/2 day for 1 person @ \$96- \$120/day (\$12-\$15/hour)	\$48.00-\$60.00, plus cost of bulbs
Changing lightbulbs in Water Chambers	Conservation technician- 1/2 day@ \$240/day (\$30/hr.); maintenance staff- 1-2 people for 1/2 day@ \$96- \$120/day (\$12-\$15/hour)	\$168.00.-\$240.00, plus cost of bulbs
Winterize the Mechanical system	maintenance staff- 1-2 people for 1 day @ \$96- \$120/day (\$12-\$15/hour); certified plumber- 1 day@ \$240/day (\$30/hour)	\$336.00-\$480.00
Substantial damage such as large loss in surface requiring fills or a crack requiring microinjection of conservation mortar, or graffiti removal.	conservator- 1/2 day to 1 day per individual repair @ \$680/day	Allow up to \$680 per repair plus material costs
Major damage	Multiple repairs done at the same time may be done more quickly. requires refabrication of element, shipping, and installation	TBD through Singer Studio

*Day rates are based on an 8 hour days for people employed full time by the city of Chattanooga. Conservator and conservation technician rates are based on an 8 hour day for contract laborers. Estimates for conservation work done by a conservator are good for 1 year.



City of Chattanooga Department Parks & Outdoors
Parks Maintenance Division
1503 Middle St
Chattanooga, TN 37408
423-643-6122

November 3, 2021

Ms. Kat Wright
Director, Public Art
101 E 11th St
Chattanooga, TN 37402

Re: "Scramble" Maintenance Plan

Ms. Wright,

After reviewing the "Scramble" Maintenance Plan provided by Michael Singer Studio in conjunction with the Conservation Assessment provided by LucinArts, it has been determined that Park Maintenance staff can perform the following items as recommended:

Cleaning

- Litter removal weekly
- Soft wash Biannually with orvus paste
- Check for graffiti, trash, chewing gum, etc. weekly
- Control pests if they present deterioration to the sculpture

Landscape

- Mulching annually
- Weed removal weekly
- Fertilization treatment spring and fall for acidic plants
- Pruning (winter and spring dependant on each plant for the overall health)
- Pruning as needed for plants (remove dead material, any plant that impedes the walkway, etc.)

Irrigation

- Inspect monthly, repairs as needed
- Winterization and Dewinterization
- Biennial audits to make sure system is properly working

Lighting

- Maintenance staff will do routine lighting checks
- Change light fixtures as needed in Sculptural Elements
- Change submersible LEDs as needed in Water Chambers
- Minor repairs on the electrical system will be corrected by Parks Maintenance mechanics. Repairs beyond the skill set of Parks Maintenance will be contracted out to licensed electricians, under the direction of Parks Maintenance, and funded by Public Art.

Water Feature Mechanical system

- Inspect Monthly, repairs made as needed
- Annually clean out silt and debris from the gravity fed water chamber supply pipes per Maintenance Plan
- Winterize the Mechanical System following directions in the Maintenance plan if a particularly harsh winter is expected
- Minor repairs on the mechanical system will be corrected by Parks Maintenance mechanics. Repairs beyond the skill set of Parks Maintenance will be contracted out to licensed professionals, under the direction of Parks Maintenance, and funded by Public Art.

Maintenance items recommended by the Maintenance Plan and the Conservation Assessment but not listed above will need to be performed by a conservation specialist under the direction and funding of Public Art. Additionally any major repairs to the sculpture and components may need to be performed by the artist, conservation specialist, and/or contractor under the direction and funding of Public Art or others.

Sincerely,



James Bergdoll, CSFM, CPRP
Director Parks Maintenance
City of Chattanooga Parks & Outdoors

Exhibit C
Maintenance Plan Provided by Michael Singer Studio



Singer Studio

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

The Scramble Interactive Streetscape on 1st Street

MAINTENANCE PLAN

April 8, 2021



Evening photo during construction in late December 2020

TABLE OF CONTENTS

Page	
3	A. Acronyms and Nomenclature
3	B. Project Team
4	C. Description
7	D. Project Background
9	E. Technical Description, Operations, and Maintenance:
9	E.1. General
9	E.2. Custom Sculpted Elements
13	E.3. Electrical System - Power Supply and Distribution
14	E.4. Electrical System - Accent Lighting
16	E.5. Mechanical System
21	E.6. Irrigation System
23	E.7. Plants
NA	Appendix (see appendix documents)

DISCLAIMER

This maintenance plan is to be used for reference only - to compliment and not supersede - legal requirements, codes, best practices, safety protocols, Construction Documentation (including notes and specifications), engineering specifications, Shop Drawings, manufacturer directions and suggestions, and any governing requirement. All work being done must be done by a qualified professional. Any party referencing this maintenance plan does so at its own risk and shall indemnify, hold harmless, and defend Michael Singer Studio (Michael Singer Inc and Singer Studio LLC). Any party referencing this maintenance plan shall not hold Michael Singer Studio responsible for the completeness or accuracy of documentation provided by other parties including but not limited to close out documentation and as-built documentation by the project's construction contractor. If any conflict between this maintenance plan and other sources presents itself, please contact Michael Singer Studio for clarification. This document does not address all portions of the Scramble project. Rather, it focuses on custom features as well as features that are unique or core to the design intent of the project. Features that are not substantively addressed in this document should be operated and maintained by qualified professionals according to the more stringent of the following: manufacturer directions, best practices, City of Chattanooga standards, and governing requirements. This maintenance plan was submitted for review and comments/corrections to all project Engineers of Record and the Landscape Architect of Record. Any party reviewing this document shall review it fully, including but not limited all text, appendices, and attachments.

A. ACRONYMS AND NOMENCLATURE

- ASA: Asa Engineering & Consulting, Inc., 714 Cherry Street, Chattanooga, TN 37402, 423-805-3700
- As-Builts / as-builts: drawings created by P&C documenting actual conditions as they are built
- CA: Construction administration
- CCE: Colby Company, LLC, 47 York St, Portland, ME 04101, 207-553-7753
- CD / CDs: Construction Drawing/s or Document/s, unless noted the CD set issued for bid dated October 2019, augmented by sheet E4.0 which was issued later on yet dated October 22, 2019
- C&A: Campbell & Associates, Inc., 1401 Carter St #100, Chattanooga, TN 37402, 423-267-9718
- Elements / sculpted elements: custom sculpted elements designed and provided by MSS
- EOR: Engineer of Record
- HOA switch: a switch that can be set to 1 of 3 positions: 'hand' ('on'), 'off', and 'auto' (automatic)
- LAOR: Landscape Architect of Record
- MSS: Michael Singer Studio, including Michael Singer Inc and Singer Studio LLC, PO Box 682, Wilmington, VT 05363, 802-464-2165 and 321 NW 1st Ave., Delray Beach, FL 33444, 561-865-7683
- P&C: P&C Construction, Inc., 1037 W Main St, Chattanooga, TN 37402, 423-493-0051, including their various subcontractors, service providers, and vendors
- RCC: River City Company
- RFI: Request for information documenting a clarification or design adjustment
- Scramble / the Scramble / the project: The Scramble Interactive Streetscape on 1st Street
- Submittal / submittal: a product or materials submittal provided by P&C for review by the design and CA team

B. PROJECT TEAM

River City Company:

- Jim Williamson, Vice President, Planning and Development

Design and Construction Administration Team:

- Project Artist: MSS including Michael Singer, Jason Bregman, and Jonathan Fogelson
- Civil EOR: Micah Duffy, Asa
- Electrical EOR: Mike Whitfield, C&A
- LAOR: Allen Jones, Asa
- Mechanical EOR: Randy Metcalf, C&A
- Structural EOR: Brian Beaulieu, CCE

City of Chattanooga:

- Public Art Chattanooga: Kat Wright, Interim Director and Katelyn Kirnie, Former Director
- Department of Public Works Project Manager: Eric Booker, Engineering Manager and Clay Oliver, project manager through design and bidding
- Parks Department: James Bergdoll, Director of Parks Maintenance
- Resident Project Representative: Cory Hollinghead, Construction Services Manager, Asa

P&C Construction:

- Project Manager: Mike Brown, Vice President
- Site Superintendent: Jeff Mitchell

C. DESCRIPTION

The Scramble is a sculpted streetscape project that repurposes existing infrastructure into a striking interactive space and an innovative stormwater collection and filtration system. The project revitalizes a crucial link within the downtown Ramble, connecting the arts district to the heart of downtown and the Aquarium. The Scramble is envisioned as streetscape that one can explore by moving through a sculpted space including an urban rock scramble. Within the streetscape there are also several contemplative seating areas where flowing water can be heard moving through the space and dropping into the stormwater vaults below grade. The sculpted elements within the project utilize local stone, intricate cast concrete details and niches of light in the evening- visually reinforcing the connectivity of 1st Street during the day and night.



A perspectival rendering, detail from the Design Development package, depicting the eastern portion of the Scramble at the eastern half of the 100 East block of 1st Street (this rendering shows some of the streetscaping features that were not pursued into CDs and the climbing wall that was removed during the value engineering process)

The Scramble is conceived as a space that honors and builds upon the City of Chattanooga's Art and Nature concept for the downtown area connecting multiple venues along the City's "Ramble". The Scramble incorporates local cut stone with beautiful swirl patterns referencing the movement of water and the nearby Tennessee River. The sculpted landscape itself references angular rock outcroppings in the region and is intended to visually and experientially tie to the nature themes of the Aquarium Plaza. The scrambling aspects of the project are an homage to the climbing culture in Downtown Chattanooga including the nearby Block and the Walnut Wall in Coolidge Park. Even the angular forms of the sculpted elements are intended to visually link to other parts of the City including the architecture of the Hunter Art Museum, the top of the Aquarium buildings, the Block, the angular concrete piers of the glass bridge, and the angled slopes in Renaissance Park which themselves seem to reference the natural geology and beauty of the region.

Underlying the Scramble is an innovative stormwater collection, filtration, recirculation and irrigation system based on the re-purposing of the existing 8 foot deep funicular vault. The goal of the stormwater system is multi-fold; first to divert and capture urban stormwater, second to aerate and cleanse the water before it enters the Tennessee River, and lastly to use the stormwater as an amenity and for providing irrigation rather than utilizing potable water. Water circulates through the Scramble in a series of wells throughout the landscape; the water system is primarily gravity based. The water in the Scramble utilizes the captured stormwater which can be seen and heard, but is otherwise not accessible. The nearby interactive features at The Passage and Aquarium Plaza offer numerous water play areas; the Scramble offers an auditory experience of the water with, for the curious, glimpses of its flow.

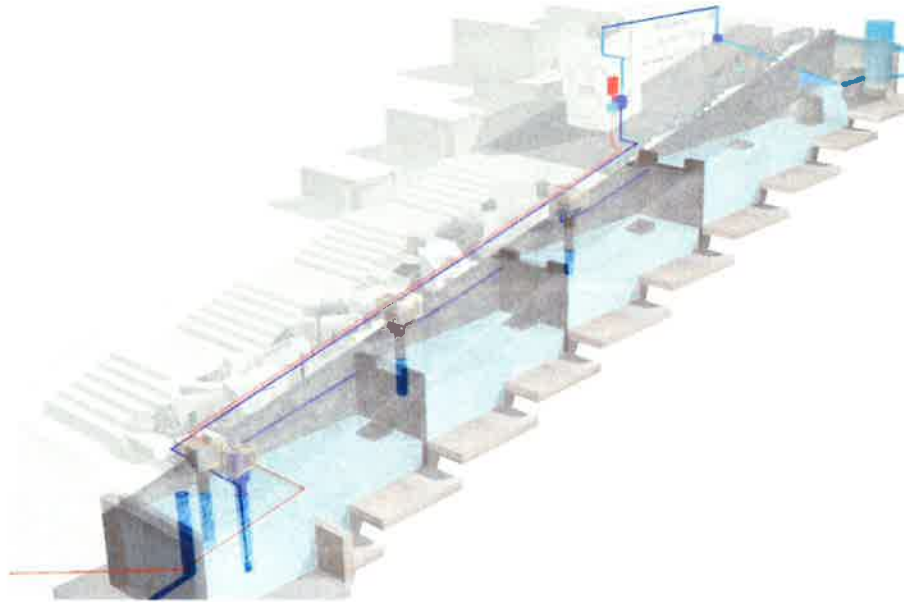
The Scramble is comprised of several types of custom sculpted elements including benches. All of the Elements are comprised of fiber reinforced sculpted concrete made with 70% recycled content. The Elements are textured with handcrafted reliefs and are embedded with local sandstone from nearby Sequatchie County. All Element detailing (structural and decorative) were developed and documented in shop drawings sealed by the project's structural EOR, and approved (prior to fabrication) by the City of Chattanooga and P&C.

Ramble Paving Color and Blend

Paving at the Scramble was developed with respect to the Ramble paving palette advanced by W.M. Whitaker & Associates, LLC Landscape Architects. Scramble paver colors and patterns were coordinated with W. M. Whitaker & Associates as well as River City Company and the City of Chattanooga.

Water System

The utilization of the captured stormwater within the Scramble is a sustainable approach and requires significantly less equipment and maintenance than water features that must have swimming pool water quality (such as The Passage and Aquarium Plaza nearby). Water is collected from the top of Cherry Street and the associated residential buildings. The funicular vault, modified, waterproofed and filled with recycled concrete aggregate, holds the captured water at different levels. The recycled concrete aggregate is compacted into place to provide a stable base in support of the landscape and elements above, and retains an open volume of approximately 40% for water storage and flow. Based on as-built information provided by the contractor, the vault can hold up to 6,223 gallons of water. Plants and soils above the recycled aggregate are separated with a geotextile fabric and will free drain into the substrate below. Water stored in the vault is used for on-site irrigation.



A perspectival 'cutaway' section diagram, detail from the Design Development package, depicting water stored sub-grade within the modified funicular vault (this diagram shows the climbing wall that was removed during the value engineering process)

Most of the water in the project is subsurface or completely obscured with the exception of the three Water Chamber locations where the water is partially visible. The recirculation of the water ensures that there is no standing water in the project and that it is constantly being cleansed. During periods of extended drought as measured when the water level at the vault reaches a specific low level within, the water circulation system turns off on its own. When this occurs the irrigation system automatically switches to a municipal water supply already available on site. During major rain events, if the vault fills-up, water overflows into an interconnection to the existing stormwater pipes located near the west end of the vault.

Electrical System

Power is used for water system operations and decorative lights, and is sourced at the electrical panel in the middle of the 100 East 1st Street block at the northwest corner of the parking lot driveway. Area lighting is provided by the already existing light poles.

Nearly all sculpted elements contain light fixtures within and are detailed with niches that glow at night. These light sources are decorative only and not assumed to be a part of any area or security lighting. All of the lights are exterior grade LED fixtures. Apertures in the elements are located and sized to allow for maintenance access to the light fixtures.

Preexisting Artwork

The Scramble was designed taking into consideration and respecting two of the "Four Seasons" statues by Artist Daud Akhriev already placed at the western portion of the 100 East block of 1st Street. The City ultimately chose to relocate the easternmost of the two statues, and leave the one closest to Market Street in place.

(LEFT BLANK INTENTIONALLY)

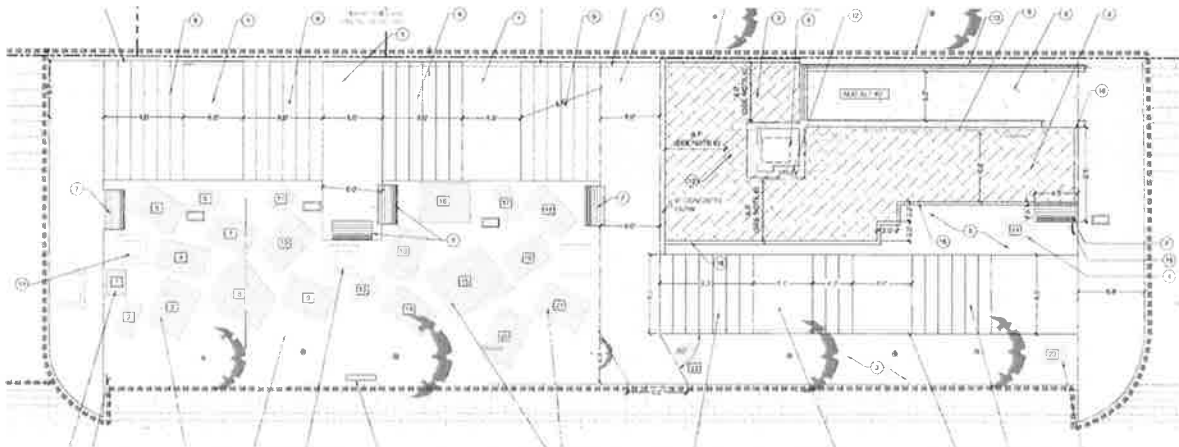
D. PROJECT BACKGROUND

RCC initiated the project by issuing an international request for qualifications in 2016, seeking qualified artists for a public art project at the public walkway along the north side of the 100 East block of 1st Street in Chattanooga. MSS responded to the request for qualifications in November 2016 and was shortlisted as one of three parties to submit a concept design proposal. Based on the concept design developed in collaboration with Asa and finalized in April 2017, the Scramble was chosen and MSS began advancing the project through Design Development.

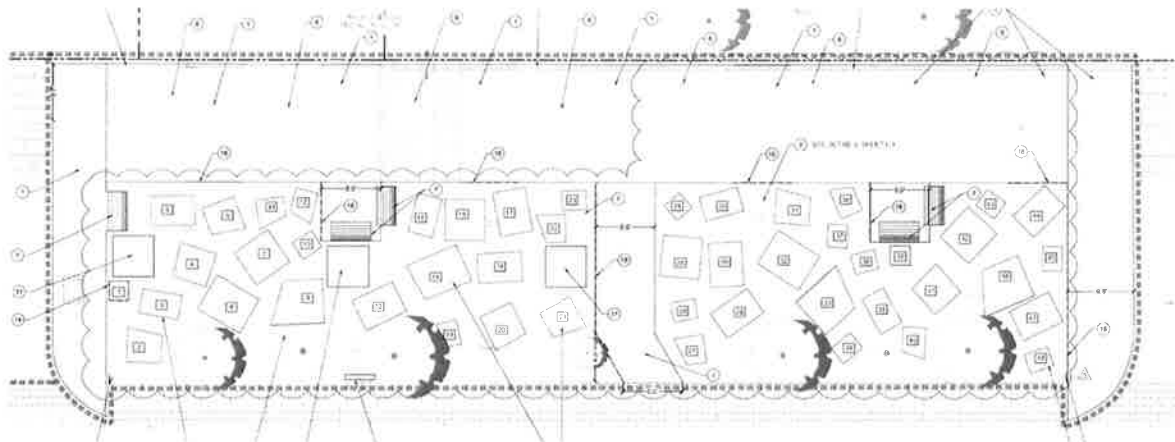
During a series of meetings and associated follow up in October-November 2017, both the City and RCC directed MSS to advance the Scramble as a 'sculpted landscape', with elements up to 6 feet tall requiring no fall surface below/around them. The City and RCC further directed MSS to advance a portion of the Scramble as a climbing wall up to 10 feet tall, with a surrounding 6 foot wide fall surface (the climbing wall portion of the Scramble was ultimately not pursued - more on this below). The City and RCC determined that signage (pertaining to liability of use) will be added to the project as determined by the City at a later date. This was ultimately detailed and included in the final design and CDs.

The Scramble's Design Development package was submitted to the City and RCC in January 2018 and at RCC and the City's request, incorporated an add alternate series of streetscape features. These included widening the sidewalk with flush curb along the north side of 1st Street, and an extension of the Scramble (with Ramble paving) west across Market Street. The add alternate was comprised of sculpted bollards along and roadway Ramble paving at the intersection of 1st and Market Streets, and a sculpted enclosure for the transformer located on the west side of Market Street at the entrance to the Aquarium Plaza. For cost reasons this add alternate was ultimately not pursued.

RCC and the City determined that the Scramble would be procured as a City project. MSS along with its EOR and LAOR team and with RCC and City reviews, completed the Scramble CDs issued for bid in December 2018. The original bid resulted in high pricing, so MSS' design team engaged in a value engineering process that removed some aspects of the project. The aforementioned climbing wall was removed and replaced by an extension of the 'Scramble landscape' portion of the project. The value engineered Scramble CDs were issued for bid in October 2019. The winning bidder was P&C and the Scramble was ultimately procured through City contract #R-18-004-201 with a start date in March 2020. The City contract excluded the cost to create Shop Drawings for and fabricate the MSS provided custom sculpted Elements, and excluded Construction Administration by the MSS lead design team. These items were covered through a series of contracts between RCC and MSS. The (October 2019) CDs are included in the appendix.



Detail from Sheet C2.0 of the original December 2018 CDs depicting a plan view of the eastern half of the 100 East block of 1st Street. 'Scramble landscape' area is shown in the bottom left and the climbing wall is at the top right.

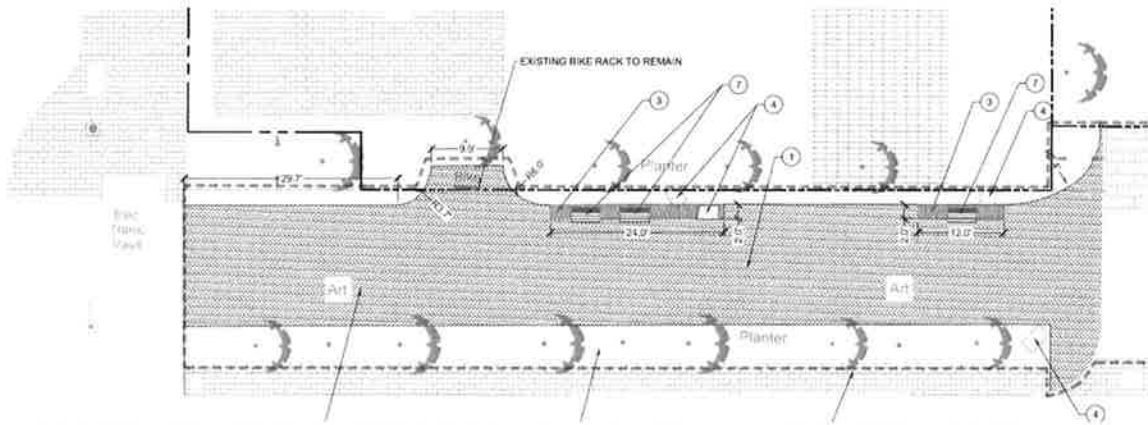


Detail from sheet C2.0 of the value engineered (and ultimately pursued) October 2019 CDs. The climbing wall is removed and the 'Scramble landscape' area is extended to the right (east)

Throughout the Scramble construction process several change orders were approved by the City. The two most significant change orders were:

- Adding add alternate #3 (from the bid) into the project, which extended the Scramble to include the western portion of the 100 East block of 1st Street.
- Adjusting the design of the add alternate 3 area to be ADA compliant.

All Change Request Forms and attached drawings are included in the appendix.



A detail of sheet C2.1 of the October 2019 CDs depicting a plan drawing of the western half of the 100 East block of 1st Street. This area was included in the City contract as add alternate #3, and ultimately constructed per an approved change order

Throughout the Scramble construction process several RFIs were submitted for clarification and/or design adjustments, and several product and material submittals were provided by P&C. All relevant RFIs and submittals are included in the appendix.

E. TECHNICAL DESCRIPTION, OPERATIONS, AND MAINTENANCE

The Scramble is comprised of several components and system many of which are the outcome of typical construction materials and products such as paving, concrete curbs, handrails, and more. Please refer to the CDs, RFIs, submittals, and as-builts to gain a complete understanding of the various project components and system. This maintenance plan focuses on key components that are either custom and therefore unique to the project, or otherwise requiring documentation herein. All relevant product information is included in the Appendix, incorporated into RFIs or submittals. In addition to using the maintenance plan for reference, the City should operate, maintain, and repair each and every component, feature, and system according to manufacturer directions.

E.1. GENERAL

- i. All portions and areas of the Scramble are considered a work of art and should not be modified or altered in any way without prior written consultation with MSS.
- ii. Removal of trash and debris should take place regularly.
- iii. If pests finding refuge within or nearby the Scramble present as an issue, it is recommended that a pest control specialist be hired to remove any infestation. Any materials and products used by a pest control specialist must first be tested in an inconspicuous location to ensure that it does not stain or in any way damage any of the materials and surfaces of the Scramble.

E.2. CUSTOM SCULPTED ELEMENTS

The Elements are individually created units of precast concrete, fabricated according to the CDs and the structural EOR approved Shop Drawings which were also reviewed and approved by the City and P&C ahead of fabrication. Please refer to the CDs, Shop Drawings, RFIs, submittals, and as-builts to gain a complete understanding of the Elements and how they are installed on site.

Elements appear in several types: Scramble Small Elements (elements SS1 through SS7), Scramble Medium Elements (Elements SM1 through SM7), Scramble Large Elements (Elements SL1 and SL2), Water Chamber Elements (including Water Chamber Basin: Element WCB, Water Chamber Top: Element WCT, and Water Chamber Lid: Element WCL), and Scramble Benches (Elements B1 and B2). The Shop Drawings describe the various Elements and include key plans communicating specific Element locations.



Elements featuring apertures, depressions, textured areas, and stone embeds

The precast concrete material is a high performing mix design that includes 70% recycled material content. Some of this recycle content is recycled glass pozzolans, which also reduce the amount of Portland cement needed. The concrete material therefore, while high performing, carries a smaller

environmental footprint than typical concrete. The recycled glass content creates a sparkle at the Elements' surface which presents differently across changing light conditions. The Elements incorporate Tennessee sandstone embeds in the 'variegated brown' color range, with 'banding' patterns representing varying degrees of 'movement' (visible contrast). These embeds are attached to the precast concrete material using Laticrete 254 Platinum, an outdoor rated polymer-fortified mortar specified by the structural engineer and selected in part also for aesthetic reasons.

At the request of City Parks maintenance leadership, Elements that require moving in order to provide access for maintenance were designed to not exceed 200 lbs each such that a two person crew can manipulate them manually. These include WCL (the Water Chamber Lids - three locations) and the left and right parts of SS7 (Scramble Small Element 7, a three-part Element specifically designed to conceal the pump well cover selected by P&C). WCL is designed to be temporarily removed manually by a two person crew using lifting straps (see detail 1 on Shop Drawings sheet WCL to identify lifting strap locations). The two removeable parts of SS7 are designed to manually shift north and south to reveal the pump well cover within SS7. Before temporarily relocating any of these Elements (or parts thereof) note their exact location and rotation, and relationship to adjacent features and Elements so that they may be accurately relocated once maintenance has concluded. Protect adjacent features, Elements, and surfaces, as well as the moveable Elements themselves (including their undersides) by covering them and designating padded locations to place moveable Elements.

The Elements are considered works of art, but they are also specifically engineered for structural integrity, weathering, and durability. The Elements have a variety of characteristics including textures and depressions. Subtle variation in the color of the Elements is anticipated and intentional, as are fading and weathering. Per the project narrative, the sculpted Elements are intended to reference in part local geological formations; therefore weathering, exposure of aggregates, and deepening of textures are welcome temporal changes throughout the project. Certain depressions and textures in the Elements will also hold water from rainfall or snowmelt for short periods of time. This is anticipated and intentional as is any associated staining, and considered part of the artwork's process of aging in place. The shallow depressions will not hold water for an extended period of time (due to evaporation and the porosity of the concrete). Furthermore, any discoloration from moisture in better shaded portions of an Element due to slower rates of drying is anticipated and welcome in relation to the similar phenomenon found in nearby geological conditions. For this reason, no sealer has been applied to the precast concrete surfaces of the Elements; the natural porosity of the material is deliberately maintained to promote these temporal developments. In order to accentuate the visual movement in the embeds, the natural stone is sealed.

Suggested Inspections and Maintenance

- i. **Periodic Visual Inspection:** MSS recommends a periodic visual inspection of the Elements every year for the first two years of service. This inspection is intended to note any changes year over year, or possible issues. Elements should be observed from all visible sides. In most cases there should be little noticeable difference in the Elements beyond the expected weathering noted above. Any aesthetic issues and any potential structural concerns should be noted, photo documented, and shared with MSS. If Elements are performing as intended over the first 2 years of service, the periodic visual inspection can take place every other year.
- ii. **Caution around Elements:** Every effort has been made to maximize the durability of the Elements including material selection and careful design consideration. Nonetheless, concrete corners or edges are prone to chipping or damage and as such special instruction should be given to maintenance providers and other individuals that may be working around the Elements. Tools or abrasive cleaning products should not be in close proximity to the Elements. Any work being done nearby the Elements (for example landscape maintenance in adjacent planted areas) should include covering and protecting Elements that could be impacted. While the Scramble is made of architectural grade components, it is a work of art and should be treated as such.
- iii. **Cleaning:** The Elements should never be heavily cleaned with the goal to make them look new; they are intended to weather over time as mentioned above. Do not bleach, seal (the concrete), or use any abrasive cleaning methods on the Elements. Hand washing or gentle power washing may be

performed on the Elements to remove bird droppings and other stains. If power washing is utilized, use a lower pressure setting. The nozzle angle should be greater than 30 degrees when measured from a plane perpendicular to the surface being cleaned. If it is necessary to remove an unsightly mark (such as paint drippings from a repair nearby), a light biodegradable cleaning product may be used. It is critical to test any cleaning product in an inconspicuous location prior to utilizing in other locations. Cleaning precast concrete surfaces may utilize Tile and Stone Cleaner from the Miracle Sealants Company. Heavier cleaning may utilize xylene if necessary; this type of product should be used only sparingly for the most difficult efflorescence, lime and stains. Cleaning natural stone embed surfaces may utilize Safechoice Superclean All Purpose Cleaner by AFM Safecoat. Please carefully follow all instructions regarding these products including dilution and application. Even though these products are recommended, due to local conditions, changes over time in manufacturers' products, and inherit variety in the concrete and natural stone surfaces, it is very important to test these products in an inconspicuous location prior to use. Efflorescence buildup is normal for concrete and can often be removed using small hand brushes rather than solvents. No mechanical power tools or abrasive materials / processes of any sort should be used on or near the Elements.

- iv. Snow should be removed (if at all) by hand or brush only. Snow plows or shovels, and chipping of ice, should not be used on or near the Elements. If possible, utilize only sand, gravel, or non-salt based snow and ice removal products. Salt products should be avoided on or near the Elements.
- v. Repair of Elements: The Elements are made of durable architectural grade materials and therefore should only require repair in unique circumstances of abuse, intentional vandalism, accidents, or similar occurrences. Damage to the Elements falls under 3 categories defined below with the recommended resolution for each category:
 - a. Minor Damage: Includes small chips, surface abrasions, light spalling or surficial cracks, holes smaller than 1/4" in diameter, and discoloration less than 1" in diameter (that cannot be removed through cleaning). Minor Damage is often best left alone rather than repaired, as MSS has found the repair methods to be less aesthetically desirable than the minor damage itself.
 - b. Substantial Damage: Includes large areas of visible surface abrasions and chips, damage to concrete surface(s) that visibly deform the shape/form of the Element (no matter how minor), holes greater than 1/4", and Minor Damage spread over large areas and/or multiple Elements that result in a significant visual impact to the overall piece. Substantial Damage that impacts the visual aesthetics of the piece but does not necessarily justify the replacement of specific Elements and will need to be handled on a case-by-case basis in consultation with MSS. In certain circumstances a cementitious patch may be utilized to repair this type of damage. Patching should only be done by MSS or specialists that MSS pre-approves for the work. In any situation where this repair is recommended, test patches must be done prior to the patching of any visible locations to ensure proper color and texture blending. A test patch must be allowed to fully cure before an evaluation of its suitability is confirmed.
 - c. Major Damage: Includes any damage that deforms or alters the form or shape of an Element that cannot be surficially repaired. Any damage should be considered Major Damage if it in any way compromises the structural integrity of an Element. In most cases Major Damage should not be repaired and the individual Element should be replaced in consultation with MSS.
- vi. Stone re-sealing: As noted above, the natural stone embeds are sealed to enhance the visual qualities of the stone. The sealer used is Safecoat Water Shield by AMF Safecoat due to the fact that it soaks into the stone instead of simply coating it, it provides the stone with a matt luster accentuating the banding pattern rather than a glossy finish or sheen, it contains no formaldehydes, and it is extremely low VOC. This is not a protective sealer; its sole purpose is to enhance the banding patterns in the natural stone. Depending on specific site conditions and use, resealing may be required every several years in order to continue enhancing the visual qualities of the embeds. Resealing the stone must be done using two coats of the same sealer and according to all manufacturer directions and suggestions, only after the stone surfaces have been sanded to make sure they are clean and free of any superficial or loose sealer remnants from previous applications. Resealing should take place only when the stone and Elements are fully dry, to make sure no moisture is trapped within a sealed surface. Adjacent Element surfaces, as well as nearby features

and Elements, must be protected so that they are not damaged or partially sealed during the process, and care must be given to avoid drip marks (these may become visible only after the sealer has cured and once the Elements are wet due to rain or other conditions).

- vii. Other: Once installed, Elements should not be removed, relocated, adjusted, altered, or modified in any way without first consulting with MSS. This is for the integrity of the artwork and to help ensure long-term durability.

(LEFT BLANK INTENTIONALLY)

E.3. ELECTRICAL SYSTEM - POWER SUPPLY AND DISTRIBUTION

The project's electrical system supports energy efficient low voltage accent lighting, as well as the mechanical and irrigation systems. Please refer to the CDs, RFIs, submittals, and as-builts to gain a complete understanding of the electrical system (both power supply and distribution described here, and accent lighting described in section E.4. below).

Power for the project is sourced from the City's preexisting electric panel located in an enclosure at the center north edge of the site, just west of the driveway separating the east and west portions of the project. A new electric enclosure is located next to the already existing one, and contains a circuit panel, and timer and power supply for the accent lighting.



Above: circuit directory and panel key located at panel door interior. Photo during construction in mid December 2020

Left: contents of the new electric enclosure.
 (a) Electric panel and circuits at right, with
 (b) surge protector above (black square). (c)
 Accent lights power supply at the bottom
 left, with (d) controlling timer above.

Power is distributed to the accent lights, mechanical system, and irrigation system through a series of buried conduit and junction boxes, at grade junction boxes, and direct bury cables. These are not described herein. Please refer to the CDs, RFIs, submittals, and as-builts. Inspections and maintenance of this power supply and distribution system is described in section E.4. covering the accent lighting.

E.4. ELECTRICAL SYSTEM - ACCENT LIGHTING

The design intent of the accent lighting is to wash the Elements' interior with light, visible through the open apertures, and thus create a visually interesting distinction between the Elements' apertures during the day vs. at night. By day the various openings present as dark and by night they glow with light. At the Water Chambers the light refracts through the water surface to create a sense of motion. The lights are located within the Elements such that they are not plainly visible. In a few locations a particularly curious/observant visitor may be able to identify the light fixture itself (especially in a few of the Scramble Small Elements), but the fixtures were carefully located and directed to make sure the power source itself (light bulb) is never visible. The Scramble's accent lighting is not intended to be and therefore not designed to perform as area, ambient, or security lighting, or provide for any code or standard of light levels. The already existing street lights at 1st Street are assumed to fulfill all such needs.

The accent lights are controlled by an astronomic timer and power supply (see section E.3. describing the power supply) that as of a series of inspections in mid-December 2020 operate in a manner consistent with the design intent: accent lighting turns on at dusk and switches off at dawn. The timer can be adjusted to increase the time during which the lights are on (for example: 'on' at 30 minutes before dusk and 'off' 30 minutes after dawn); please see manufacturer directions. It is inconsistent with the design intent to shorten the accent lights' operation hours. For regular operations the HOA switch at the lights' power supply (within the electric panel enclosure shown in section E.3.) should be set to 'auto' so that the lights can continue being controlled by the timer. For inspections and maintenance the timer can be overridden: lights will turn off if the switch is placed in 'off', and lights will be held on if the switch is placed in 'hand'. The street lights at 1st Street are powered from the preexisting electric panel and enclosure and their own timer located within the previously existing electric enclosure. The street lights are not part of the Scramble project and not covered in this document. During a December 17, 2020 evening inspection, both the design/CA team and the City confirmed that they are pleased with the aesthetics of the Scramble accent lights running parallel to the street lights.

Except for the benches and Element SS7 (which conceals the pump well cover), each Element location houses accent lighting within. Scramble Small, Scramble Medium, and Scramble Large Elements each contain a single landscape stake mounted light fixture within, whereas each of the 3 Water Chamber Location contains 2 submersible light fixtures placed within the Water Chamber Basin (50 stake mounted lights total and 6 submersible lights total).



Dusk photo with lights on during Scramble construction in mid December 2020. Vertical 4" wide openings (as shown in the bottom left of the photo) fulfill both aesthetic and technical needs, by providing access to stake mounted light fixtures concealed within the Elements (see more below)

The stake mounted lights (within the small, medium, and large Elements) are Grand Accent 12V by WAC Landscaping Inc. in a solid diecast black finished aluminum housing and LED light bulb with a color temperature of 2,700K (model 5211-12BK). The light is IP66 rated, adjustable (beam direction, beam width angle, and brightness), and characterized by maintaining constant lumen output against voltage drops. Element Shop Drawings Key Plans show approximate light locations and directions, whereas as-builts show final locations and direction. Lights were installed after Elements were set in place, by access

provided through openings in the Elements. The same openings provide access for lights' maintenance (2" wide openings serve aesthetic purposes only, while 4" openings serve both aesthetic and access for light installation and maintenance purposes). In order to maintain a light or replace a bulb, one must reach the fixture through an adjacent 4" wide opening, lift the light and stake out of their base (vertical conduit placed in the ground), and extract them from the Element's interior. Sufficient extra length of power supply line is available to enable manipulating the light fixture as described. Be sure to turn the power off before manipulating a light fixture, and note its placement and direction. Once maintenance on the light fixture has concluded, it must be placed at the same location and direction that it was prior to maintenance, as does the extra length of power supply line. Confirm that the fixture and bulb are not visible from any vantage point through any opening in the Element. In some rare instances the fixture may be visible but not the bulb; be sure that the fixture is not any more visible than it was prior to maintenance. Do not manipulate the light fixture's beam width or brightness.

The submersible lights (within the Water Chambers) are Underwater Spot by WAC Landscaping Inc. in a bras housing and LED light bulb with a color temperature of 3,000K (model 5511-30NB). The light is IP68 rated for constant immersion, adjustable (direction), and characterized by maintaining constant lumen output against voltage drops. Element Shop Drawings Key Plans show approximate light locations and directions, whereas as-built show final locations and direction. Access to maintain the lights is provided by each Water Chambers' removeable lid (Element WCL) as described in section E.2. covering the Elements. Once WCL has been removed, the 2 submersible light fixtures are plainly visible and can be manipulated out of the Water Chamber for maintenance. Be sure to turn the power off before manipulating a light fixture, and note its placement and direction. Once maintenance on the light fixture has concluded, it must be placed at the same location and direction that it was prior to maintenance, as does the extra length of power supply line. Once WCL is back in place confirm that the fixture and bulb are not visible from any vantage point through any opening in the Water Chamber. It is important to note that the Water Chambers may at times be dry. As such, should the submersible light fixtures ever be replaced with alternative products, it is important that the replacement be rated for BOTH submersible and not-submersible applications.

Light fixture location and direction are noted on the Elements Shop Drawing Key Plans and the as-builts in the appendix. Please refer to these documents as well as note light fixture location and direction ahead of any repair. This is to ensure adherence to the design intent. More importantly and as noted above, always inspect any light fixture that has been maintained to make sure it and its light bulb are not seen.

Suggested Inspections and Maintenance

- i. **Monthly Visual Inspection:** MSS recommends a monthly visual inspection of the accent lighting during intended operating hours to make sure they are in working order. Any portion of the light system not operating as intended should be further inspected by an electrician and repaired.
- ii. **Semi-Annual Inspection:** MSS recommends an early to mid-fall inspection, and an early spring inspection. The purpose of these inspections is to make sure that vegetation and debris are not intertwined with components of the electrical system, and that other conditions have not presented themselves as potential concerns. All accessible portions of the electrical system at all locations should be inspected. This includes but is not limited to power supply lines and conduit, junction boxes, low voltage transformers, wiring and leads, light fixtures, and all associated hardware and mounting fixtures. This inspection requires carefully reviewing items that are close to grade and partially obscured inside tight spaces and among vegetation. Any debris and foreign objects must be removed, and any vegetation must be trimmed back. All inspections and work must be done carefully such that no damage is caused to the power distribution and light systems, and any adjacent surface or material. If any loose wiring or device/fixture is found, or if any exposed wires present themselves, an electrician should be engaged for a repair.

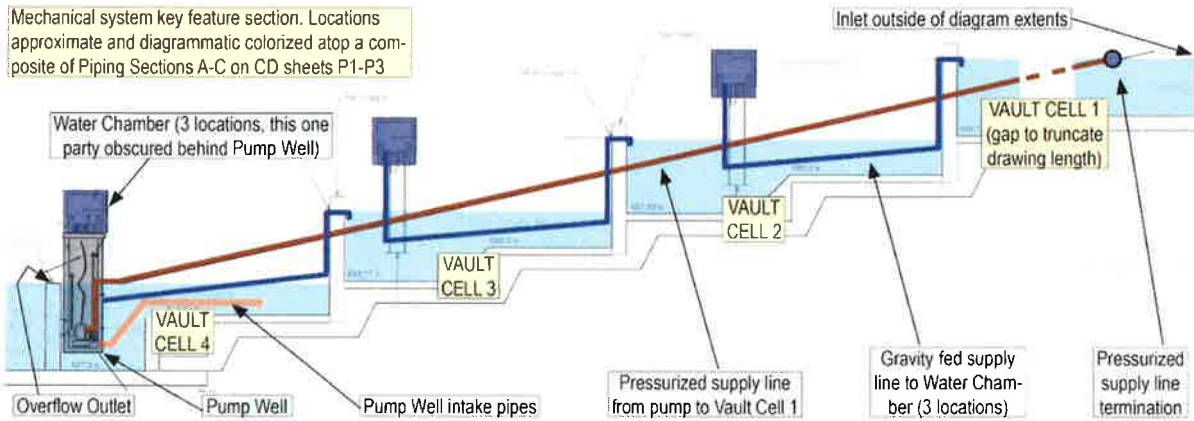
While the CDs call for the already existing in-ground lights at the remaining "Four Seasons" statue to remain in place, they were ultimately replaced at the City's request with Minivault LTV768 by Hubbell's Kim Lighting (Fixture Catalog number: LTV768WF - 9L4KUV - SS60/TR60). This light fixture is not core to the design intent of the Scramble and is thus not substantively addressed in this maintenance plan.

E.5. MECHANICAL SYSTEM

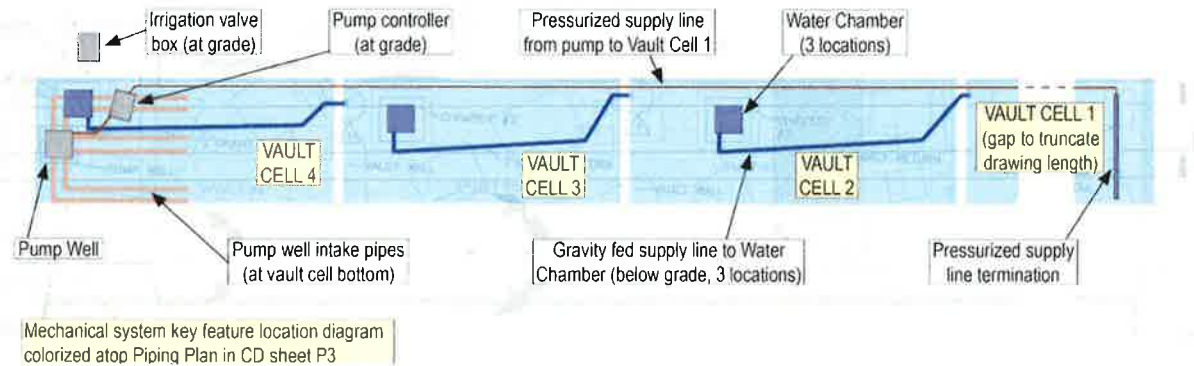
The Scramble’s mechanical system is in essence a single pump controlled by a float switch. The water source is an inlet at the east end of the vault providing stormwater from portions of Cherry Street and surrounding buildings. So long as water stored within the vault fills the lowest vault cell (vault cell 4) to an elevation higher than 679.25 feet above sea level, the pump is intended to:

- (a) run vault stored stormwater from the lowest vault cell 4 to the topmost vault cell 1, from which it flows through vault cells 2, 3, and back to 4 by way of a gravity fed system; and
- (b) render vault stored stormwater available for use by the irrigation system.

When the water level within vault cell 4 drops to 679.25 feet the pump automatically shuts off: vault stormwater ceases to be pumped up to vault cell 1 and is no longer available to the irrigation system. When stormwater vault cell 4 overtakes 679.25 feet the pump automatically turns back on recirculating stormwater and making available for use by the irrigation system.



Based on as-built drawings for the vault cells provided by P&C in the fall of 2020 and following consultation with Asa, once the vault reaches full stormwater storage capacity it has approximately 5,880 gallons available for recirculation and irrigation use (the vault is filled with compacted #57 stone consuming 60% of its volume - water storage constitutes 40% of the vault’s volume below each vault cell high water mark). Given that (a) during construction the vault reached full water storage capacity, (b) evaporation from this primarily sub-grade system is expected to be minimal, and (c) the irrigation system is designed to consume 420 gallons of water a week, even in the absence of stormwater input the irrigation system will require 14 weeks (5,880 gallons divided by 420 gallons/week) before stormwater in vault cell 4 reaches elevation 679.25 feet and switch the pump off. As such and due to Chattanooga’s precipitation regiment, as well as the capture zone / watershed of the stormwater inlet supplying the vault, it is anticipated that the pump will shut off due to low stormwater levels rarely, if ever.



Controlling the Pump

The mechanical system is powered by the electrical system (see section E.3. covering power supply) and controlled by a float switch located in the pump well and pump switch located at an enclosure mounted at grade within the landscape as noted in the mechanical system key feature location diagram (see previous page). The enclosure features two HOA switches: one for the pump and another for the irrigation system (see section E.6. covering the irrigation system). During regular operations the pump switch should be set to 'auto', instructing the pump to run so long as sufficient water is present in vault cell 4 as indicated by the float switch. For inspections and maintenance, the float switch can be overridden by setting the pump switch to 'off' or 'hand' (i.e. 'on'). It is important to not let the pump 'run dry', and the pump switch should never be placed on 'hand' to the point that the pump runs the risk of nearing running dry. The pump does not require priming when it starts up.

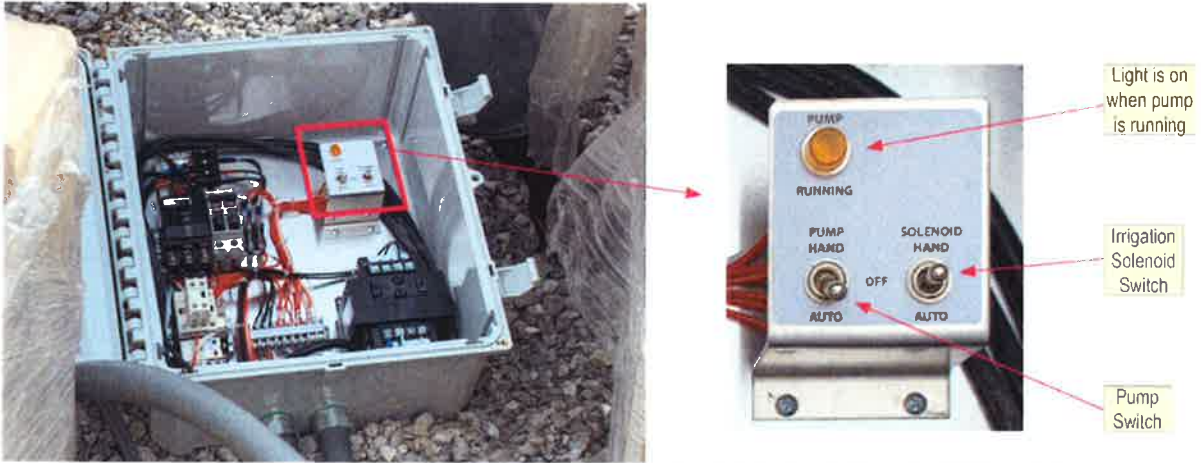
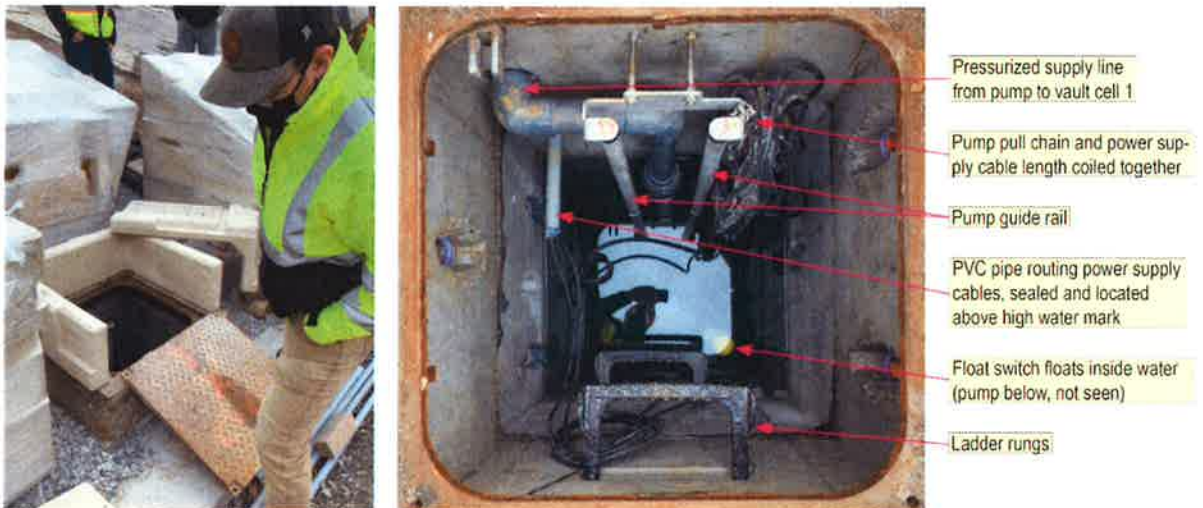


Photo of pump controller and enclosure during a mechanical and electrical systems training in early December 2020 attended by City parks maintenance staff, members of the design/CA team, and P&C. The training took place while construction was ongoing and the thus (as seen in the enclosure photo) the enclosure is not yet mounted in place within the landscape.

(LEFT BLANK INTENTIONALLY)

Pump Well and Pump Access

For maintenance and repairs the pump can be accessed within the pump well by temporarily shifting sideways the right and left parts of Element SS7 (see section E.2. describing the Elements) and carefully removing the pump well cover lid without dropping it into the pump well or damaging Element SS7 with it. Then by using the pull chain/cable, the pump can be raised along its guide rails. Please note that the pump well cover was altered by P&C to be fully removable instead of hinging in place. This is due to the fact that it was mistakenly installed rotated 180 degrees (in plan) relative to the directions provided in RFI 6 and the response to submittal 2.2. P&C conducted this alteration to the pump well cover in lieu of reinstalling the pump well cover correctly, and submitted RFI 22 regarding this matter. The RFI response from the design/CA team included a statement from the mechanical EOR that included: "*The hinge location is not relevant to the operation of the pump, only the accessibility. The ease of operation, opening and closing, is in my opinion much better with the hinged lid therefore we hope that the placement will be of such that modifications (cutting and grinding) is not performed and the lid not modified... the City should have input as they will be the ones doing the opening and closing over the life of this system. We recommend that the lid NOT be modified*". City provided approval on the modification via email on September 28, 2021.

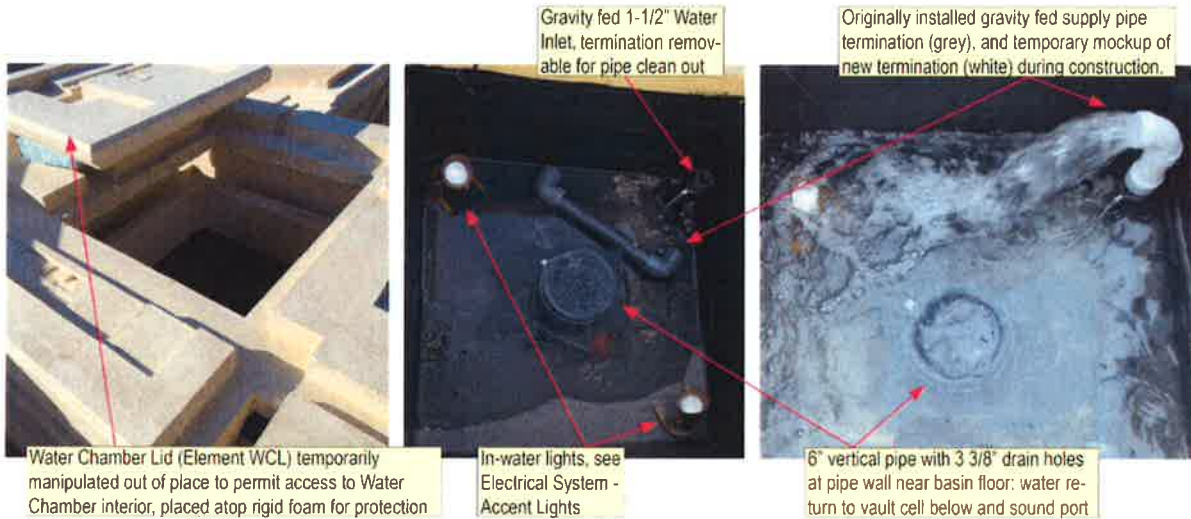


Above left: Element SS7 right and left parts temporarily shifted out of place to enable access to pump well below, and pump well open during an early December 2020 mechanical system training that took place as construction was ongoing. Please note that the pump well and pump well cover (incl. operability) are different than originally specified, following RFIs 6 and 22, and submittal 2.2. **Above center and right:** pump well interior components. See details pertaining to the pump well in Section B on CD sheet P2, and pump well plan and section drawings on CD sheet P4.

It is furthermore important to note that the pump well itself was installed with built in ladder rungs. These were not described in P&C's pump well submittal 2.5, and thus not reviewed and approved by the design/CA team. The design intent was never to require an individual to descend into the pump well, and it is worthwhile noting that the City may be required to follow certain protocols should any individual were to ever enter the pump well. These likely include but may not be limited to Occupational Safety and Health Administration regulations regarding confined spaces and/or fall heights. MSS has no knowledge or expertise in these matters and cannot provide any recommendation regarding this.

Water Chambers

Three at-grade Water Chambers bring stormwater circulating within the vault system to grade, making it audible and partly visible, while preventing easy access for the general public to come in direct contact with the water. As shown in the mechanical system key feature section, the top/easternmost Water Chamber receives water from below by way of a gravity fed pipe sourcing water from vault cell 1. This water fills a basin within the Water Chamber and then drops into vault cell 2 below, continuing similarly through the following two Water Chambers eventually to vault cell 4, and from there pumped back up to vault cell 1. Any excess water entering vault 1 from the stormwater inlet will flow over a weir at the top of the wall separating vault cells 1 and 2, and then over a weir separating vault cells 2 and 3 and then 3 and 4. Excess water in vault cell 4 outlets the vault through an overflow, into the municipal stormwater system. See the Water Chamber detail drawings on CD sheet P4, and the modifications documented in RFI 6.



Draining the Water Chambers

In order to drain the basins within the Water Chambers, the pump controller switch should be placed at 'off'. This will override the float switch and regardless of the water level in vault cell 4 will turn the pump off. Water in vault cell 1 will continue to gravity flow to the top/easternmost Water Chamber, until the water level at vault cell 1 drops below the invert of the gravity supply pipe feeding the top/easternmost Water Chamber. The basin within the top/easternmost Water Chamber will continue to drain into vault cell 2 below through the 6" vertical pipe functioning as both water return and sound port (see RFI 4). The 6" vertical pipe has three 3/8" drain holes drilled through its wall at the Water Chamber basin's floor, and thus the basin will fully drain into vault cell 2 below. In a similar manner and assuming the absence of active water intake from the stormwater inlet at vault cell 1:

- i. Vault cell 2 will drain (down to the invert elevation of the gravity fed supply pipe feeding the middle Water Chamber) into the basin at the middle Water Chamber,
- ii. the basin at the middle Water Chamber will drain into vault cell 3 below,
- iii. vault cell 3 will drain (down to the invert elevation of the gravity fed supply pipe feeding the lowest/westernmost Water Chamber) into the basin at the lowest/westernmost Water Chamber,
- iv. the basin at the lowest/westernmost Water Chamber will drain into vault cell 4 below.
- v. If a basin does not fully drain, gain access to the Water Chamber interiors by temporarily removing the Water Chamber Lids (see section E.2. describing the Elements) and clear out the three 3/8" drain holes at the 6" vertical pipe.
- vi. When the system can resume operations, turn the pump controller back to 'auto'. If sufficient stormwater is present within vault cell 4 the pump will turn on and water will once again be pumped up to vault cell 1 starting to refill the Water Chambers through the gravity fed pipes one by one. Replace the Water Chamber Lids (see section E.2. describing the Elements).

This description is valid only so long as the 3/8" drain holes are not obstructed.

Cleaning Out the Gravity Fed Water Chamber Supply Pipes

The gravity fed pipes supplying stormwater to the Water Chambers require periodic cleanout. Debris and silt are expected to build up by design at the lowest portion of each gravity fed pipe run, some 6 feet directly below each Water Chamber. To clean these out first drain the basins as described above and gain access to the Water Chamber interiors by temporarily removing the Water Chamber Lids (see section E.2. describing the Elements). Then, and duplicating the process for all Water Chambers:

- i. Remove the 1-1/2" inlet pipe termination within the Water Chamber. This should be pressure fitted and not be cemented in place, and should be tethered to the Water Chamber interior.
- ii. Using a wet/dry shop vacuum, empty the gravity supply pipe through the 1-1/2" pipe inlet. Please note that quite a bit of stormwater is expected to vacate the pipe as the majority of the gravity pipe's length will contain stormwater at this point.
- iii. Using an extender pipe on the vacuum, reach the pipe return at the bottommost portion of the gravity fed supply pipe (some 6 feet directly below) and remove all the silt and debris build up.
- iv. When cleanout has concluded replace the inlet pipe termination. When appropriate restart the system as described in Draining the Water Chambers above. Replace the Water Chamber Lids (see section E.2. describing the Elements).

Suggested Inspections and Maintenance

- i. **Monthly Visual Inspection:** MSS recommends a monthly inspection of the Water Chambers to make sure they are functioning as intended and that no trash and debris is present within. If deemed necessary by the City, more frequent inspections for debris may be necessary. Conduct trash and debris removal as necessary, and repair mechanical system if required. Repairs should be done by a qualified plumber and/or electrician as necessary. If gaining access to the Water Chamber interiors is necessary, temporarily remove and then replace the Water Chamber Lids (see section E.2. describing the Elements).
- ii. **Semi-Annual Inspection:** MSS recommends a mid to late-fall inspection, and an early spring inspection. These inspections should include draining all Water Chambers and cleaning out all gravity fed supply pipes as described above.
- iii. The main source of stormwater has a cleanout at the new manhole structure directly east of the Scramble. Debris should be removed from the cleanout as necessary.

Winterizing

A mechanical system training took place at the Scramble during construction on December 7, 2020 attended by City park maintenance staff, the mechanical EOR, and other parties. During this training the mechanical EOR explained that given typical temperatures in Chattanooga and that all 'wet' portions of the mechanical system are sub-grade except for the Water Chambers, so long as the three 3/8" drain holes at the 6" vertical pipes within each Water Chamber are not clogged, no winterization is necessary and the system can remain in operations all winter long. Any water freezing at the Water Chambers will be at the very topmost surface of the basin within while the bulk of the water volume drains to the sub-grade vault cell below through the three 3/8" drain holes.

In order to make sure that the three 3/8" drain holes per Water Chamber are indeed unclogged ahead of winter, it is recommended that the mid to late-fall inspection described above includes running a 3/8" rod through the drain holes.

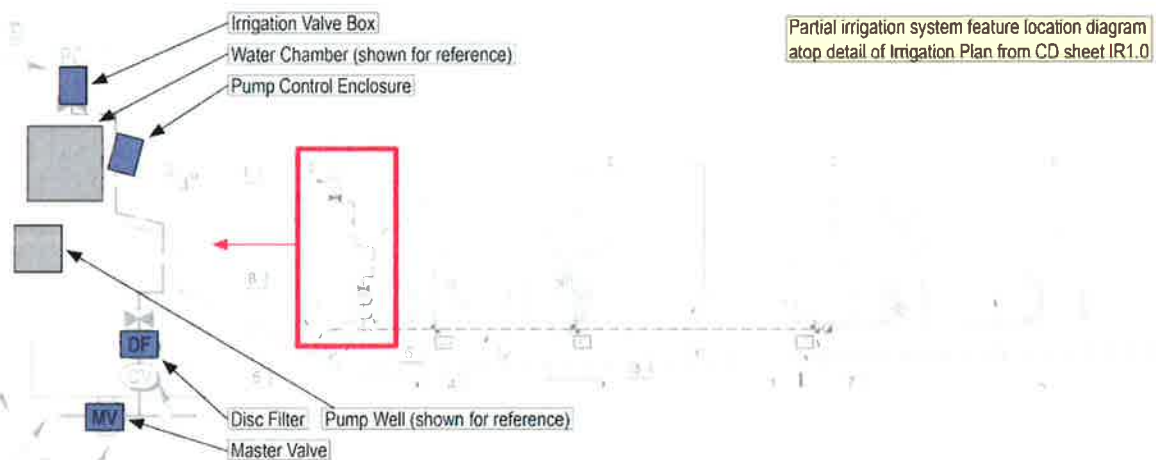
Should the City ever determine that it wishes to winterize the system, winterization includes:

- i. Draining the Water Chambers and cleaning out of their gravity fed supply lines as described above, this includes vacating water from the gravity fed lines.
- ii. Leaving the pump controller on 'off', and turning it back to 'auto' only once the system no longer needs to be winterized.
- iii. Winterizing the irrigation system (see section E.6. describing the irrigation system).

E.6. IRRIGATION SYSTEM

IMPORTANT NOTE: As of a construction progress meeting on January 19, 2021 the irrigation system was only partially installed, and it was agreed that installation will be completed and the system will be commissioned in the spring of 2021; until that time P&C would remain responsible for hand watering the plants. Training on the irrigation system would only be provided by P&C in the spring of 2021. Given this document is composed ahead of the irrigation system training, it does not include a summary of the training. MSS recommends that the irrigation system training be summarized and appended to this document so that it may serve the City for years to come. Pending coordination MSS may be available to participate remotely in the training, document it, and update this maintenance plan accordingly. Operations, inspections, and maintenance of the irrigation system should follow the CDs and relevant RFIs and submittals, close out documentation, manufacturer directions, the system training provided by P&C, best practices, and City protocols and practices.

The irrigation system was designed by Clark Irrigation Design & Consulting, Inc. (P.O. 693, Lavonia, GA 30553, 706-356-0309) as subconsultant to Asa and described in CD sheets IR1.0 and IR1.1, relevant follow up RFIs and submittals, and as-builts. The system serves the portions of the Scramble in the eastern half of the 100 East block of 1st Street. The western half of the 100 East block of 1st Street (the area of add alternate #3) is served by the previously existing irrigation system which is not described in this document. Please note that the "base design" for the irrigation system was deployed, and that the (deduct) add alternate #4 was not pursued. This means that (as described in section E.5. covering the mechanical system) the irrigation system is connected to both the on site stormwater system and the municipal potable water system, automatically switching between the two depending on the availability of stormwater. In order to prevent the possibility of contaminating the municipal potable water system with stormwater, per the CDs and RFI 12, a reduced pressure zone (RPZ) backflow preventer is installed at the municipal water source. The RPZ backflow preventer includes an 'air gap' which is required by code.



There are two solenoids controlling the irrigation system:

1. A 'normally open' solenoid as part of the master valve assembly permits the flow municipal water for irrigation when it *is not* powered, and prevents such flow when it *is* powered.
2. A 'normally closed' solenoid in the irrigation valve box prevents the flow of stormwater from the on-site system when it *is not* powered, and permits such slow when it *is* powered.

Both of these solenoids are controlled in concert by the irrigation solenoid HOA switch in the pump control enclosure (see the photos in 'controlling the pump' as part of section E.5. describing the mechanical system). When the irrigation solenoid HOA switch is set to 'off' the two irrigation system solenoids are not powered and as such the system is open to receiving municipal water - not stormwater. When the HOA switch is set to 'hand' (i.e. 'on') the solenoids are powered and thus the system is open to receiving stormwater - not municipal water. When the HOA switch is at 'auto', the solenoids automatically switch

between the stormwater and municipal systems depending on the availability of stormwater as indicated by the float switch in the pump well.

The irrigation system is outfitted with a large capacity disc filter intended to capture debris and sediment from the stormwater system, thus minimizing disruption and damage to other components of the irrigation system. Water is distributed through three different zones, each with its own Blue Tooth enabled battery operated controller which includes a basket filter. Each zone features its own operational indicator and has one or more automatic flush valves to automatically remove debris trapped within the system thus reducing maintenance and increasing performance. Irrigation water is provided throughout the landscape using flexible polyethylene tubing drip lines by with factory installed pressure compensating inline emitters evenly spaces 12" apart, all intended to be concealed 3" below finished mulch grade. Emitters include pressure regulated diaphragms with a spring action allowing them to self rinse in case of a plug at the outlet hole. MSS suggest that the irrigation system be set up and calibrated to function per the CDs, for example to provide 420 gallons of irrigation water per week.

Operations, Inspections, and Maintenance

These suggestions, the irrigation system training, and all manufacturer directions, City protocols, and best practices should be followed. Any conflict between these should be documented and communicated to MSS in writing.

- i. During regular operations the irrigation solenoid HOA switch should be set to 'auto'. Controller batteries should be tested and replaced per manufacturer directions.
- ii. Winterizing: During the mechanical system training provided by P&C on December 7, 2020, City parks maintenance staff noted that per City protocol for all City parks the irrigation system will be drained ahead of winter. Ahead of draining the system it should be turned off by placing the irrigation solenoid HOA switch 'off', and manually shutting off the municipal water intake.

E.7. PLANTS

IMPORTANT NOTE: Plants were installed not in accordance with the CDs; some plant substitutions were permitted and most plants were unavailable at their specified sizes. This is documented in RFI 53, which was conditionally approved pending P&C assuming all risk associated with plant health and secondary impacts such as soil/mulch washout due to undersized plantings.

Planting at the Scramble includes a variety of native shrubs, perennials, grasses, and ground covers selected to provide year-round characteristics to the vegetated area. The intent is that the plants will fill the area between and around the Elements. Plants may support seasonal volunteer colonies of caterpillars and other organisms. As much as possible these should be allowed to thrive (read more about pests in General above).

Dead, damaged and diseased plant material is to be removed. Prune to encourage a healthy, natural growth pattern for each specific variety. Prune vegetation to not impact project features including but not limited to Elements and the electrical systems. The schedule for pruning must allow for the natural flowering and growth cycle for the specific varieties to achieve the aesthetic noted above. Accepted and recommended trade/horticultural practices are to be followed. Use only clean, sharp tools with all cuts, clean and flush, leaving no stubs. Pruning should not be done with an attempt to create a manicured look, and should never be done along straight lines. Pruning must be done by hand tools and without contacting or damaging other portions of the project and site.

- Shrubs: the azaleas and blueberries are to be pruned in the winter during dormancy and prior to budding in the spring. The varieties selected are slow growing and should only be pruned around 18" above the sculptures. Remove any dead wood as required in late winter.
- Perennials: cut back to 4" in height in February.
- Grasses: lovegrasses are to be pruned to 4" in height in February.

Twice a year apply a granular sulfur through the project to maintain a lower pH as well a fertilizer designed for acid loving plants. Follow the recommendations from the manufacturer.

Watering should follow the watering schedule noted for the irrigation system in the CDs, whether the irrigation system is operational or not. However, watering is not necessary during the winter months.

Plant fertilizing, mulching, and pest control should be done per the CDs and in a schedule and manner similar to other landscape areas maintained by the City. Any mulch utilized should be a natural color, ideally from a sustainably sourced wood source; artificially colored mulch should never be utilized.