

**CONTRACT
FOR
PROFESSIONAL SERVICES**

This Contract, dated _____, 2014, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **LRK Inc.** (the FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – LRK Inc. - Proposal to the City of Bryan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

“Health and Wellness Master Plan Consulting Services”

The LRK Team will develop a clear, concise vision and associated goals for the area in and around the St. Joseph Hospital and a *Health and Wellness Area Plan* that will assist in implementation of the vision and associated goals by helping to set priorities through 2025.

Existing resources and opportunities will be identified and strategies for capitalizing upon those strengths developed. The LRK Team will recommend specific strategies to address constraints currently inhibiting economic development in the area and work in collaboration with the Task Force appointed by the Advisory Group to reach consensus on preferred development alternative(s) for the area. Land use, economic development strategies, and district appearance and identity will be addressed. The land use plan will make recommendations that support valid economic development strategies for the area development of a distinctive health and wellness district where people want to live, work and play.

The LRK Team will recommend urban design solutions that will contribute to establishing a sense of place. This will include recreational open/green space elements. Transportation and infrastructure improvements recommendations that support increased growth in the area will be included in the *Plan*. Housing recommendations will support the housing needs of a dynamic, world-class workforce.

The LRK Team will work in partnership with the Task Force to insure that all stakeholders and community residents are involved in the planning process and feel the sense of ownership in the vision, associated goals and *Plan*.

The Health and Wellness Area Plan will include:

- Background with Existing Conditions and Market Analysis
- Vision and Branding Strategy
- Case Study Report
- Economic Development Strategies and Identification of Ancillary Retail/Institutional Growth Opportunities
- Land Use and Development Guidelines with District Appearance and Identity, Transportation, Housing, and Recreational Open/Green Space sections
- Implementation/Financing Recommendations with Infrastructure and Capital Improvements Report

- Stakeholder/Public Outreach

Planning Process Activities include:

- Five (5) site visits by Planning Team members
- Two (2) public meetings
- Two online surveys
 - Survey 1: *Community Vision for a Vibrant Health and Wellness Area*
 - Survey 2: *Prioritizing Recommendations*
- Task Force Facilitation
- Monthly meetings (proposed)
- Multi-day Workshop: *Health and Wellness Area Planning & Design*

2. Payment

In consideration of the FIRM's provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed **\$233,500.00**.

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A**.

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A**.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be in accordance with professional and industry standards of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by

the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

The FIRM agrees to maintain, on a primary basis, for the duration of this contract the insurance coverage's and limits as described below. The FIRM must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect with verification within five (5) business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the proposal to be rejected. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Agreement.

Insurance Requirements: The FIRM agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The FIRM agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if FIRM fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 FIRM agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the FIRM shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the FIRM is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence FIRM agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence FIRM agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the FIRM not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the FIRM to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence FIRM agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the FIRM or any person employed or acting on the FIRM's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, FIRM agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased

with a minimum reporting period not less than two years after the completion of this contract. The FIRM is solely responsible for any additional premium for the supplemental extended reporting period.

UMBRELLA or EXCESS LIABILITY FIRM may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. FIRM agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

FIRM'S INSURANCE TO BE PRIMARY FIRM's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION FIRM shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE FIRM shall agree to cause each subcontractor employed by FIRM to purchase and maintain insurance of the type specified, provided the FIRM's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE FIRM shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. FIRM has the affirmative obligation to advise City at the address listed below within two business days of the cancellation or substantive change of any required insurance policy, and failure to do so shall be construed as a breach of this Contract. FIRM must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the FIRM shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to FIRM until coverage is reinstated. If the FIRM fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at FIRM's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management
P O Box 1000
Bryan, TX 77805

6. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the FIRM's receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the FIRM **five (5)** calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan:
Attn: Kean Register, City Manager
P.O. Box 1000
Bryan, Texas 77805

The FIRM:
Frank Ricks
LRK Inc.
175 Toyota Plaza, Suite 500
Memphis, TN 38103

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the City.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price; additional payment for such expenses will not be considered.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

APPROVED AS TO FORM:

Janis Hampton, City Attorney
Date: _____

CITY OF BRYAN:

Jason P. Bienski, Mayor
Date: _____

ATTEST:

Mary L. Stratta, City Secretary
Date: _____

FIRM:

(FIRMs – Corporate Seal)

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____ on behalf of _____.

Notary Public in and for the State of Texas

EXHIBIT “A”

Phase I: Develop Work Plan and Initiate Planning Process

Site Visit 1

A two-day site visit by LRK Team members at the outset of the project to:

1. Meet Task Force, introduce Planning Team, review the scope and schedule, establish work flow and communication processes, coordinate administrative and decision-making processes, and define other expectations for Task Force facilitation.
2. Meet with the Task Force, Advisory Group, and City representatives as directed to:
 - a) discuss priority outcomes and establish goals for the planning process
 - b) identify key opportunities and challenges
 - c) brainstorm ideas for future of the area that could help to shape the vision.
3. Working with the Task Force, Advisory Group, and City representatives as directed, review stakeholder participation to insure participation by the broader group of stakeholders with an interest in community health and wellness planning.
4. Tour planning area. Gather visual documentation of key opportunities and challenges, as well as general conditions of the planning area.
5. Conduct stakeholder interviews and/or focus groups with selected stakeholders designated by the Task Force.

Gather and Process Base Mapping Information and Other Data

Gather project-specific data, including aerial orthophotography, for the Team’s use during the project. Process base information in order to have the maps and other information required for the later design phases. Base maps and other data requests include but are not limited to:

- Digital parcel and street maps (GIS or CAD)
- Aerial photography
- Topography
- Utilities
- Hydrology and stormwater features
- Land use and existing conditions
- Property ownership
- Size, type, condition and age of buildings to remain
- Existing traffic counts
- Zoning and development regulations
- Any historical maps, descriptions or photographs of the area

Project Branding Package

Working with the client group and based upon information gathered during the Site 1 Visit, LRK graphic designers will prepare three (3) project brand alternatives for review by the client group. Working through an iterative design process, project branding will emerge that will support the planning process and become the basis for the overall vision branding exercise to take place during the multi-day planning and design workshop in Phase III.

Survey 1: *Community Vision for a Vibrant Health and Wellness Area*

Develop and administer online survey to identify stakeholder values and goals for the future of the project area and how those desires might be satisfied as part of the planning process.

Deliverables:

- Task Force meeting
- Task Force, Advisory Group and City representatives meeting
- Minutes from stakeholder interviews, if applicable
- Site Visit 1 Summary memo
 - Finalized schedule
 - Instructions for various facilitative and administrative activities as needed
 - Priority outcomes and goals for the planning process
- Project branding package
- Survey 1: *Community Vision for a Vibrant Health and Wellness Area*

Phase II – Analyze and Understand Opportunities and Constraints

Existing Plans and Documents Review

Planning Team review of the following documents and others as provided by the client group will assess the key elements of other plans and documents that will influence the *Health and Wellness Area Plan*.

- City of Bryan 2006 Comprehensive Plan
- City of Bryan Comprehensive Plan Implementation Progress Report 2009
- Comprehensive Zoning, Land & Site Development, Subdivision, and Sign and other relevant ordinances.
- 5 Year Plan for CIP Projects
- Any other relevant plans, studies, maps, ordinances or documents including institutional master plan(s)

Base Map Development

Planning Team will develop the maps and drawings needed to conduct the project scope of work. Maps will illustrate vital attributes of the study area, such as:

- Land uses
- Property ownership
- Existing conditions of property
- Location and configuration of nearby buildings, existing streets and parking
- Traffic patterns and counts (if available)*
- Recreation and hiking/biking trails and sidewalks
- Vegetation and landscaped areas
- Railroads and other rights-of-way
- Utility infrastructure (location, size and capacity of sanitary sewer, water main, storm sewer, etc.)
- Stormwater Management features (detention and retention)
- Topography, hydrology and flood areas

*The physical layout of the built corridors, street network and cross sections will be documented, as will land uses, mobility options such as pedestrian, bicycle, and transit facilities and routes, and recreational open/green space and other amenities within the areas that could be connected. An inventory and utilization analysis of the parking situation based on review of the provided information and field observations will be conducted during the course of the on-site engagement.

Site Investigation and Analysis

Site investigation and analysis will take into account various factors including those identified below based on data availability. Results from this task will be used to further define opportunities and constraints in the study area.

- **Population demographics**
- **Infrastructure/Capital Improvements** (including CIP and TIP)
- **Community Facilities** (including community center(s), parks and recreation facilities, schools, schools, fire and police services)
- **Health & Wellness factors** (including brownfields assessment; walkability evaluation; connectivity/accessibility evaluation; documentation of opportunities for physical activity/wellness facilities; documentation of access to healthy food as defined by farmers)

markets, grocery stores, community gardens and food service facilities; evidence of health and wellness messaging)

- **Architectural character**
- **Urban design and community character** (wayfinding, gateway treatment(s), public art, street furniture, sidewalk design, facades, street trees, etc.)

Real Estate Markets Report

The Real Estate Markets Report will address market definition and use demand and supply to understand current market dynamics and to support future decisions regarding prioritization of implementation strategies. It will describe gaps between the major trends for projected housing needs in the study area as compared to existing housing supply in the study area and housing trends in Bryan.

Case Study Report

The Health and Wellness district case study report will include a minimum of 3 successful/unsuccessful comparable medical districts, such as LRK's Jackson City Walk project in Jackson, TN. Case study selections will be finalized with the Task Force. The case study report will include at a minimum an exploration of the planning and Implementation market dynamics and the planned approach and implementation strategies used in each case, as well as a pro/con analysis and lessons learned.

Vision Branding Package

Stakeholder interviews, Survey 1 results, and other data collected by the Planning Team will be used to evolve planning project branding to branding for the emerging vision for the area through 2025. The Planning Team will work with the Task Force and Advisory Group to establish vision branding that can be utilized in Phase III and beyond.

Site Visit 2

The LRK Project Manager and other team members as required will participate in Site Visit 2. This visit will include:

1. Meet with Task Force to provide progress update and engage in pre-workshop planning including dates, times, location, catering, preliminary agenda and other items as required.
2. Meet with the Task Force, Advisory Group, and City representatives as directed by Task Force.
3. Advance vision branding to establish brand proposal for review.
4. Focus groups and interviews as required.
5. Public Meeting 1: *Introduction to the Health and Wellness Planning and Initial Discoveries.*

Preparation of Pre-Workshop Design Options

In advance of the Design Workshop, the Team will begin the design process by brainstorming potential development patterns and land uses in hopes of uncovering critical issues that require more information and study prior to the Design Workshop. Task Force involvement in the brainstorming process will be determined; however, the Task Force will receive a results briefing prior to the Phase III Planning and Design Multi-Day Workshop.

Deliverables:

- Task Force meeting
- Task Force, Advisory Group and City representatives meeting (as directed)
- Public Meeting 1
- Summary report that includes:

- Review of Existing Plans and Documents
- Processed base maps
- Site investigation and Analysis results
- Site Visit 2 meeting notes
- Stakeholder/focus group interview notes, if applicable
- Draft Real Estate Market Analysis report
- Draft Residential Market Analysis report
- Case Study Report
- Summary memo detailing Planning and Design Workshop to be held in Phase III
- Summary of feedback/review process

Phase III: Health and Wellness Area Planning & Design Multi-day Workshop

Site Visit 3

A three-day Planning & Design Workshop will be conducted by all members of the Team and include the Task Force, Advisory Group and City representatives, as well as other stakeholders as determined by the Task Force. The workshop seek to accomplish the following, which will then be synthesized into a preferred plan:

- Establish a preferred land use pattern for the planning area;
- Identify and prioritize key development opportunities;
- Explore opportunities for planning area urban design elements and wayfinding;
- Address multi-modal transportation, circulation and connectivity needs; and
- Leverage healthy communities design principles in creating a signature world-class health and wellness district.

The Planning & Design Workshop will incorporate the following activities:

1. Day One
 - a. Team arrives midday.
 - b. Meeting with Task Force to present and discuss the Existing Plans Review and Site Analysis; review the Workshop schedule and desired outcomes; and reconfirm the critical needs and focus areas that the Committee previously identified need to be addressed during the Workshop.
 - c. Stakeholder meetings with Task Force, Advisory Group, City representatives and invited guests (if needed).
2. Day Two
 - a. Stakeholder meetings with Task Force, Advisory Group, City representatives and invited guests (if needed).
 - b. Preparation of three alternative scenarios.
 - c. Public Open House: Inside the Planning & Design Workshop – evening drop-in session to review and comment on design in-progress.
3. Day Three
 - a. Morning meeting with Task Force to preview alternatives prior to “finalizing”.
 - b. Closed door synthesis of alternative selections into preferred plan.
 - c. Presentation of preferred plan to Task Force, Advisory Group, City representatives and other stakeholders as designated by Task Force.

Deliverables:

- Multi-day Planning & Design Workshop
- Public Open House (as directed by Task Force)
- Summary of Planning & Design Workshop activities
- Up to three (3) conceptual alternatives illustrating different approaches to Land Use scenarios and one (1) preferred plan.
- Summary report that includes the outcomes from the workshop:
 - Preliminary transportation recommendations

- Preliminary economic development recommendations
- Preliminary residential housing recommendations
- Preliminary Ancillary Retail/Institutional Growth recommendations
- Public and stakeholder input commentary

Phase IV: Making Choices & Defining Direction

Evaluating Alternatives

Following the Planning & Design Workshop, the Team will refine the preferred plan and present the draft *Health and Wellness Area Plan* to the Task Force for feedback.

During Site Visit 4, LRK will lead a discussion to identify any necessary plan refinements that should be undertaken to address issues and shape the finalization of the Plan and related documents. LRK will also lead a discussion on the scope of necessary improvements including identification of key stakeholders that could take the lead in implementation, prioritization of key public improvement and development/redevelopment initiatives both public and private, and the process recommended for implementation of these initiatives.

Based upon the direction of the Task Force, the Team will synthesize comments from the Advisory Group, City representatives and other stakeholders into one preferred land use and development plan. The Health and Wellness Area Plan will depict all the public and private elements of the plan, including:

- Location, configuration, size, type and uses of buildings
- Parking and service areas
- Modifications to streets, trails, non-motorized paths and sidewalks, including streetscape plans and sections
- Public and private open spaces and significant areas of landscaping
- Stormwater features
- Architectural character imagery and streetscape character views (eye-level perspectives of three-dimensional computer renderings)
- Generalized phasing plan showing the likely sequence of development
- Other critical elements as identified during the planning process

Following Site Visit 4, the Team will prepare the draft final Plan that includes feedback and comments gathered during Site Visit 4 and present to the Task Force for review.

Survey 2: Prioritizing Recommendations

This online survey will gather input from stakeholders and community participants (as designated by the Task Force) about prioritization of plan recommendations. This information will inform development of the implementation strategies. The final survey will be distributed via email to respondents as designated by the Task Force by the LRK Team.

Site Visit 4

The LRK Project Manager and other team members as required will participate in Site Visit 4. This visit will include:

1. Meet with Task Force to identify any necessary plan refinements that should be undertaken to address issues and shape the finalization of the Plan and related documents. Lead a discussion on the scope of necessary improvements including identification of key stakeholders that could take the lead in implementation, prioritization of key public improvement and development/redevelopment initiatives both public and private, and the process recommended for implementation of these initiatives.
2. Meet with the Task Force, Advisory Group, and City representatives as directed by Task Force.
3. Focus groups and interviews as required.

4. Public Meeting 2 (Option 1): *Crafting the Health and Wellness Area Plan*

Public Meeting 2 (Option 1): Crafting the Health and Wellness Area Plan

Deliverables:

- Task Force meeting
- Task Force, Advisory Group and City representatives meeting (as directed)
- Preferred *Health and Wellness Area Plan* provided to the Steering Committee in hardcopy (11x17) and electronic form illustrating future development and its phasing
- Appropriate architectural and streetscape character digital photographic imagery depicting the “look and feel” of the planned development
- Order of magnitude cost estimate of public improvements based upon unit pricing for elements, and quantities of cut/fill in the case of floodway modifications (if needed)
- Revised transportation recommendations

Phase V: Finalize and Present *Health and Wellness Area Plan*

Final Plan Preparation

The illustrative land use plan and associated reports will be assembled into the *Health and Wellness Area Plan* for use by the City and others in implementing the plan. The *Plan* will describe the study area, the planning and engagement process that occurred, the area plan and supporting graphics, narrative sections describing the elements of the plan, and the phasing/implementation plan. The *Plan* will describe a vision for the future of the planning area and also describe how the *Health and Wellness Area Plan* achieves the goals set out by the Task Force Advisory Group and City representatives, how other stakeholders and the community participated in the planning process, and how public support for the plan was developed through participation in the planning process. Additional portions of the report include final recommendations regarding economic development, housing, ancillary retail and institutional growth, the order of magnitude cost estimate of public improvements, suggested changes to regulations required to allow the development as intended, and images depicting recommended architectural character and streetscape treatments.

Midway through the preparation of the report, the Task Force will be provided a 50% Draft Report for their comments and suggestions to be synthesized by the client into a single red-line copy of the report. The Team will modify the report to incorporate those comments. A 90% Draft Report will be provided to ensure that all the comments, concerns and suggestions are appropriately addressed before the Report is finalized and printed.

Site Visit 5

During the one-day Site Visit 5, LRK Team members will present the final plan. This visit will include:

1. Meet with Task Force to present plan and end planning process.
2. Meet with the Task Force, Advisory Group, and City representatives and other stakeholders, as directed by Task Force, to present final plan.
3. Public Meeting 2 (Option 2): *Presentation of the Health and Wellness Area Plan*

Representative members of the LRK Team will visit Bryan present the final *Health and Wellness Area Plan* to the Task Force, Advisory Group, City representatives, and other stakeholders, as directed by the Task Force. Following the visit, the presentation may be posted on the project website for members of the community to view the material presented.

Public Meeting 2 (Option 2): Presentation of the Health and Wellness Area Plan

Deliverables:

- Interim review drafts of the report at 50% and 90% complete for review and comment, provided electronically to the Task Force for distribution
- Task Force meeting with final presentation
- Task Force, Advisory Group and City representatives meeting with final presentation
- Public Meeting 2 (Option 2): *Presentation of the Health and Wellness Area Plan*
- Up to five (5) print copies of the final *Health and Wellness Area Plan* and one set of presentation boards (additional copies can be purchased for a nominal printing cost)
- Electronic copies of the *Health and Wellness Area Plan* and presentation boards (suitable for posting on website and/or printing)

Phases I-V: Health and Wellness Task Force Facilitation and Stakeholder/Public Outreach, Marketing and Communication

We pride ourselves on facilitating collaborative partnerships with clients and working well with both public and private-sector stakeholders to develop plans that get built results. The result is land use, transportation, and community design plans that are achievable and supported by the public, local government and in the marketplace. For the *Health and Wellness Area Plan*, we are pleased to recommend the following strategies to insure the full engagement of the Task Force and to maximize participation of all stakeholders and the community, as directed by the Task Force.

Task Force Facilitation

Site Visit Task Force Only Progress Meetings

One (1) meeting with the Task Force during each of five (5) planned site visits. These meetings will review previous activities, address current needs, and plan for future work. Team member attendance will be based upon the activities planned during the meeting and will include at a minimum the LRK Project Manager and one staff person. We are fortunate to have many of our team members residing in the Bryan community or in nearby Houston, TX.

Virtual Task Force Only Informational Meetings

The LRK Team will organize and make available up to two (2) virtual meeting opportunities per month during those months that a Site Visit is not scheduled. These virtual meetings may utilize video conferencing (if the Task Force has available facilities), online web meeting, or conference call formats depending on the agenda. At the discretion of the Task Force, these meetings can be facilitated locally by Bryan-based TBG project manager, Amy Harr. The meetings will be informational in nature and support participation in the planning process by Task Force members.

Online Document and Schedule Management

LRK will provide our InfoExchange virtual site for document management and transfer, as well as calendar/scheduling and group email

Public Participation

The Team will bring innovation, sensitivity, and open ears to the process—with careful listening, fruitful planning is possible. The Team will engage Task Force and Advisory Group members, City representatives, and other stakeholder and community members as directed by the Task Force, numerous times over the course of the project. The process is purposely built around strategic engagement so that the LRK Team can gain a deep understanding of the values shaping the future vision for the planning area, and opportunities and constraints for particular strategies.

LRK Team is committed to providing the following opportunities for engagement:

- Focus Groups (maximum 2 groups as directed by Task Force)
- Stakeholder Interviews (maximum 10 interviewees as directed by Task Force)

- **Public Meetings** – we will provide two public meetings/presentations and a public open house as described below and in appropriate phases of the Work Plan. Public Meeting 2 may be scheduled during either Site Visit 4 or Site Visit 5 at the discretion of the Task Force, and is labeled Option 1 or Option 2 in the scope of work. Additional public meeting services are available for an additional fee.
 - Public Meeting 1: *Introduction to the Health and Wellness Plan and Initial Discoveries*
 - Public Open House: *Inside the Planning & Design Workshop*
 - Public Meeting 2 – choose one: (Option 1): *Crafting the Health and Wellness Area Plan in Phase IV*, or
 - (Option 2): *Presentation of the Health and Wellness Area Plan in Phase V*.

- **Surveys** – we will develop and administer two (2) online surveys. There is no limit to the number of participants. Survey instruments will be developed in collaboration with the Task Force and data will be used to inform development of the overall vision (Survey 1) and the prioritization of recommendations (Survey 2).
 - Survey 1 – *Community Vision for a Vibrant Health and Wellness Area*
 - Survey 2 – *Prioritizing Recommended Alternatives*

Website and Social Media

A project website will be constructed for the duration of the project to allow members of the community to stay informed about the progress of the planning process. The website URL can be registered and owned by the client, however the website back-end files will be hosted by LRK. At the conclusion of the project the client can assume responsibility for hosting and maintaining the website at their own cost. The Team will provide essential content for the project, including an overview of the project study area, announcements of upcoming events, copies of public presentations and documents, and provide an area to allow public comment and input (web-based and email-based). Optional interactive comment systems (map-based ShareAbouts.org or full-service MindMixer.com) are possible however may require additional fees. A recent example of a full-service website hosted by LRK can be viewed at www.midsouthgreenprint.org. Cross-posting to Facebook pages and Twitter is possible and depends on ownership of the pages/accounts.

Cost Proposal

Team LRK is pleased to submit this Cost Proposal. Cost is fixed fee as described below.

Component	Component Cost	Component Percent of Total Fee
Definition of Existing Conditions, Market Analysis (3.1)	30,000	16.0
Case Study Report (3.4)	10,000	5.3
Vision, Priorities and Branding (3.2)	20,000	10.6
Facilitation of a Health and Wellness Task Force (3.3)	18,500	9.8
The Health and Wellness Area Plan (3.5)	23,000	12.0
Land-Use and Development Guidelines (3.6)	21,000	11.0
District Appearance and Identity (3.8)	9,000	4.7
Transportation (3.9)	8,000	4.2
Recreational Open/Green Space (3.13)	8,000	4.2
Economic Development (3.7)	4,800	2.5
Ancillary Retail/Institutional Growth (3.11)	9,000	4.7
Housing (3.12)	7,000	3.7
Implementation/Financing	5,200	2.7
Infrastructure and Capital Improvements Plan	5,000	2.7
Stakeholder/Public Outreach, Marketing and Communication (3.15)	10,000	5.3
Total Consulting Fee	188,500	80.0
Additional Expenses		
Travel Expenses	25,000	10.6
Project Administration and Expenses	20,000	8.4
Total Expenses	45,000	20.0
Total Contract Value	233,500	100%