

MISSOULA DOWNTOWN MASTER PLAN UPDATE

ADDENDUM 1: NORTHSIDE RIVERFRONT PARKS AND TRAILS PLAN

THIS Addendum 1 (this “Addendum”) made and entered into this date _____, 2019 supplements the Agreement (the “Agreement”) made and entered into on September 25, 2018, by and between the Downtown Business Improvement District whose address is 218 East Main Street, Missoula, Montana, 59802 (herein referred to as “BID”), and The Image Network, Inc., d/b/a Dover, Kohl & Partners (hereinafter called “DKP” or “Consultant”), located at 1571 Sunset Drive, Coral Gables, Florida 33143.

This letter agreement is to confirm that the BID and Consultant hereby agree to amend their existing contract, as follows:

Dover, Kohl & Partners shall complete the following tasks with the assistance of a local landscape architect, to be determined in coordination with the BID.

1. **Additional Services Scope of Work**

The Consultant Team will assist in the creation of a Northside Downtown Riverfront Parks and Trails Conceptual Master Plan for select parks in accordance with Missoula’s Downtown Master Plan. The Conceptual Master Plan will involve both the Missoula Parks and Recreation Department (the City) and the Consultant Team.

The Consultant Team will focus on Bess Reed Park, East Caras Park, and Caras Park. Planning for the River Trail will involve a consideration of how the Northside Riverfront Downtown Parks and Trails will connect east to the Van Buren pedestrian crossing bridge at the University of Missoula and Hellgate Canyon, and west to North Russell Street.

The City will take the lead on Kiwanis Park, Downtown Lions Park, West Broadway Island Park, and River Access sites with assistance (as requested) from the Consultant Team.

The Consultant Team will lead on Bess Reed Park, East Caras Park, and Caras Park with input and direction from the City.

The Consultant Team will first produce Schematic Designs for Bess Reed Park, referencing the existing proposed concept plan as provide by Parks and Recreation, East Caras Park, and Caras Park. The Consultant Team will then work on Design Development. This phase involves projected cost estimates and Phasing Options for improvements. This will involve background investigation and information so that the pricing and phasing are reliable to coordinate with the Higgins Street Bridge reconstruction and to limit disruptions to park events.

Improvements might include a more formal and attractive venue for the Clark Fork River Market, buildout of Bess Reed Park, a splash pad, leisure ice, wider trails, enhanced lighting, under-bridge improvements (lighting, art, resurfacing), improved entry features for public access to the Clark Fork River, additional amenities for river users, public art, redesign of parking facilities within the parks, renovation or replacements of plaza spaces, shelters, restroom renovation, seating areas, and more.

Missoula's Downtown Master Plan provided robust input both in-person and digitally over the span of several months. Input was received from several thousand people from a variety of backgrounds. Much of that input focused on public spaces. The Parks Section of Missoula's Downtown Master Plan represents an overview of that input.

Phase One: SURVEY & SCHEMATIC DESIGN

Task 1: Survey of Caras Park, East Caras Park, and Bess Reed Park. Other tasks will occur concurrent to the survey.

- Unmanned Aerial Vehicle (UAV) survey supplemented by a conventional ground survey.
- 1-foot contours for the sites which would be checked against topographic measurements by the ground survey.
- The survey will identify platted boundaries, property ownership, and verification of adequate easements, pertinent site features and topography under cover of vegetation, and the Higgins Street bridge. It is important to note that this scope does not provide for a full boundary survey; as it would take a considerable cost and effort to retrace the entirety of the park boundaries through time.
- The survey will be translated into a CAD format for design purposes.

Task 2: A remote **Kick-off Meeting with the Steering Committee** will occur after contract execution to begin the drafting of initial Schematic Designs.

Task 3: A two-day on-site public event coinciding with a Downtown Master Plan site visit to refine the initial Schematic Designs.

- One day of on-site **Meetings with the Steering Committee and project stakeholders** to receive further comment from the Steering Committee and stakeholders. This includes a Technical Stakeholder Group Meeting to focus on and assess drainage and utilities within the parks to garner a strong base for developing environmental pre-engineering to reduce future costs for both planning and implementation as possible.
- A one-day **Design Workshop** to present initial Schematic Designs to the public and receive further comment. The Workshop may include a Pop-up Graphic

Facilitation Event outdoors in a Northside downtown park to gather information from park and trail users.

Task 4: Refinement of the initial Schematic Designs to produce **Schematic Designs**. A narrative of the Schematic Designs will include text description and leader lines of important features and elements.

Task 5: Three additional remote meetings to finalize the Schematic Design with the Steering Committee.

Phase Two: DESIGN DEVELOPMENT

Task 6: The Design Development Phase will involve the drafting of:

- Site Plan Design. The Site Plan will include a Hardscape Plan and Landscape Plan in the form of a landscape architecture document showing proposed improvements to the sites. The site plan will include **site features** (such as building footprints, travelways, parking, drainage facilities, sanitary sewer lines, water lines, trails, lighting) and **landscape elements** including landscaping and garden elements; and **waterfront features** such as water access and water amenities.
- Supporting studies of design vignettes and sketches including two-dimensional and three-dimensional images or animations showing the attributes of the proposed architectural and landscape designs.

Task 7: Two additional remote meetings to finalize the Design Development Plans with the Steering Committee are recommended.

Phase Three: ENVIRONMENTAL PRE-ENGINEERING

Task 8: Assess and Advise on Grading and Drainage Issues

- The Team will review mapping and conceptual planning concepts to identify drainage patterns/needs and advise on infrastructure capacity existing and proposed that will need to be in place to serve the master plan concepts. Time included to meet with City Engineering to evaluate capital improvements plan (CIP) and status of existing stormsewer infrastructure to pair up design recommendations with their CIP.

Task 9: Advise on Multi-use AASHTO Trail Design

- The Team will review trail corridors and plans to ensure they are physically and geographically suitable to meet multi-use trail design standards as well as assess legal access and easements needed. Recommendations will be provided for legal and physical needs for trail infrastructure. Time included to coordinate with City

Parks and Trails to gain input on optimizing trail corridors with their long-range planning and to review connections to adjacent trail systems.

Task 10: Advise on Storm Sewer, Sewer, Water and Utilities

- The Team will review status of existing public utilities in the proposed parks and advise on potential conflicts with existing utilities and utility easements. The Team will advise on utility capacity and needs to accommodate new design elements identified in the Park Master Plan.

Task 11: State/Local Land-Use Regulations

- The Team will to advise on state and local regulations pertain to land use, health and sanitation, and FEMA regulations. The Team will review design concepts, discuss Missoula subdivision design standards, advise on survey requirements, boundary and right-of-way needs and regulations.

Task 12: Levee Concerns and Requirements

- The Team will work with the City Storm Sewer who maintains all permitted and non-permitted levees to evaluate status and adequacy of existing levees. Limited time for pick-up mapping if areas of concern exist or if we need to identify berm elevations. Based on our findings, the Team will produce report with findings and recommendations for steps that need to be taken to address levee concerns. This does not include time for river hydrology study or to engage in the FEMA process for permitting levees.

Task 13: Initial Project Costs Estimate and Project Phasing.

- The Team will provide an approximation of the cost of all elements and projects. The cost estimate will have several identifiable component values and use established local data to estimate the future costs of construction and rehabilitation. The Project Phasing will describe the order of development and may provide multiple financial scenarios.

Phase Four: CONSTRUCTION DOCUMENTS

The Consultant Team can partner with a local Landscape Architecture firm and contractor group or engineer to develop partial construction documents. Phase Four is not included in the contract.

2. **Deliverables:** The following Deliverables will be included as part of this scope. The deliverables will be both original files and PDF format at either 8.5x11 or 24x36 size as appropriate for the deliverable.
 - a. Survey of Bess Reed Park, East Caras Park, and Caras Park to the specifications described above.
 - b. Schematic Designs for Bess Reed Park, East Caras Park, and Caras Park
 - c. Narrative to the Schematic Designs including text description and leader lines to important features and elements
 - d. Design Development Drawings:
 - i. Hardscape Plan
 - ii. Landscape Plan
 - e. Environmental Pre-Engineering (Optional) for more detailed Project Costs estimate and Phasing Details
 - f. 2D Visuals and three renderings (one for each primary park)
 - g. Summary of the Public Process, which may include input from the Downtown Master Plan Update process
3. **Team:** The team will consist of Dover, Kohl and Partners (Miami); Jennie Meinershagen, Landscape Architect (Missoula); and Territorial Landworks (Missoula).
4. **Professional Fee:** The total cost of the existing contract is increased by **\$141,500** as apportioned below for Phases 1 and 2:

Phase 1:

- | | |
|--------------------|----------|
| • Survey | \$11,500 |
| • Schematic Design | \$25,000 |

Phase 2:

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| • Design Development | \$105,000 |
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Phase 3 (Optional):

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|---------------------------------|----------|
| • Environmental Pre-Engineering | \$20,000 |
|---------------------------------|----------|

The professional fee includes reimbursable expenses advanced either in the performance of the Scope of Services or in the service of the BID. The payment of these sums to the Consultant shall be billed on a monthly basis.

5. **Other Provisions:** All other provisions of the existing subcontract, dated September 25, 2018, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum 1 the day and year first written above:

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

By _____

TIM FRANCE, Chairman of the Board

STATE OF MONTANA)

) ss.

County of Missoula)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared TIM FRANCE, known or sworn to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

APPROVED AS TO FORM

By _____

JIM NUGENT, City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first herein above written.

(SEAL)

(Print Name)

Notary Public for the State of Montana

Residing at

My Commission expires

DOVER, KOHL & PARTNERS

By _____
JOSEPH KOHL, Principal, Vice President

STATE OF FLORIDA)

) ss.

County of Miami-Dade)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public for the State of Florida, personally appeared JOSEPH KOHL, known or sworn to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first herein above written.

(SEAL)

(Print Name)
Notary Public for the State of Montana
Residing at
My Commission expires