

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0139
Addendum No. 1**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE DESIGN SOLUTIONS** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

Consideration of Addendum No 1 to the Professional Services Agreement (COF Contract No. 2019-0139) for an Inclusive Playground and Domestic Water System at Southeast Municipal Complex with Barge Design Solutions for an Amount Not to Exceed \$212,500.00.

1. SCOPE OF SERVICES. Consultant shall provide additional services to include design for the inclusive playground facility and associated parking, as well as the domestic water system for the Project in accordance with the Scope of Services (Services) as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500.00).

The Board of Mayor and Alderman Approved this Agreement on the _____ Day of _____ 2019.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties,

- responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than

warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such

amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for

- the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



September 19, 2019
Barge File No. 35968-10

Mr. David Hodnett
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

**RE: REVISED ADDENDUM 1 – INCLUSIVE PLAYGROUND & DOMESTIC WATER SYSTEM DESIGN
SOUTHEAST MUNICIPAL COMPLEX**

Dear Mr. Hodnett:

Barge Design Solutions, Inc. (Barge) encloses the details of our proposal for Addendum 1 to the Southeast Municipal Complex contract. The additional services include design for the inclusive playground facility and associated parking, as well as the domestic water system. The details of our proposed scope of work are outlined in the enclosed Attachment A.

This proposal was prepared based on my understanding of the project description. Per conversations with Lisa Clayton, the playground equipment will be procured separately by the City of Franklin through a cooperative purchasing agreement. If the playground surfacing materials are available through this cooperative, those materials will also be procured separately by the City. The installation of the playground equipment and surfacing will be included in the bid package to be provided by the General Contractor. If we have not fully addressed your project requirements, or if you have any other questions regarding the proposal, please advise me immediately by calling (615) 252-4329. **In addition, the original scope and fee has been revised per comments that we have received from the City of Franklin.**

Please have the party responsible for our fee sign and return to us the enclosed Additional Services Agreement as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,

Barge Design Solutions, Inc.

Adrian Ward
Manager

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Enclosures

cc: Mr. Paul Holzen, City of Franklin
Ms. Lisa Clayton, City of Franklin
Barge Project Team

Barge Design Solutions, Inc.

2019 ADDITIONAL SERVICES ADDENDUM 1

This addendum, dated September 6, 2019, to the Professional Services Agreement dated May 14, 2019, between the City of Franklin (**Client**) and Barge Design Solutions, Inc. (**Barge**) is for additional services described as follows:

Project: Southeast Municipal Complex – COF Contract No. 2019-0139

Project Description: Playground Addition and Domestic Water System.

- I. **PROFESSIONAL SERVICES:** **Barge** agrees to perform the following additional services under this Addendum:

See Addendum - Attachment A

- II. **COMPENSATION:** The compensation to be paid to **Barge** for providing the requested additional services shall be:

See Addendum - Attachment A

- III. **TERMS AND CONDITIONS:** Services performed under this addendum are subject to the same terms and conditions described in the Professional Services Agreement dated May 14, 2019.

City of Franklin		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:		Printed Name:	
Title:		Title:	
Address:		Address:	615 3 rd Avenue South, Suite 700 Nashville, Tennessee 37210
Date Signed:		Date Signed:	



Attachment A - Scope of Work
Southeast Municipal Complex – Addendum 1
City of Franklin, TN
September 19, 2019

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide additional design and bidding phase services for the Southeast Municipal Complex (COF Contract No. 2019-0139).

Inclusive Playground Visioning and Programming

The conceptual site plan and project limits approved by the Client are included as Attachment B. The design work includes the following major elements, which will be incorporated into the current design and bid package.

- Detailed site grading, drainage, and erosion control for the inclusive playground area and adjacent parking lot.
- Inclusive playground including an enclosed and shaded entrance/transition area, perimeter fence, equipment, shade canopies, subdrainage, and safety surfacing. Barge will work with Recreational Concepts to develop the equipment and surfacing design. The playground equipment will then be procured by the COF separately through a purchasing cooperative. If the surfacing is available, it will also be procured through the purchasing cooperative. Installation will be provided by the General Contractor.
- Restroom and picnic pavilion building with men's, women's, and family restroom facilities. The family restroom(s) will include accommodations for both child and adult changing amenities. The pavilion will be sized to accommodate party rentals. Exterior and interior finishes will be coordinated with those used on the concession building. The pavilion is anticipated to be approximately 3,000 square feet or less.
- Asphalt parking lot with an overall capacity of approximately 110 spaces with accommodations for two (2) food trucks and minivan/minibus parking (refer to Attachment B for the extents of the proposed parking).
- Paved sidewalk connections.
- Site lighting and electrical for the pavilion, restroom, and additional parking lot (including electrical provisions for the food trucks).
- Site landscape, irrigation, and hardscape.

Domestic Water System

- Barge will design an approximately 4600-LF, 10-inch-diameter water line along the main entry drive.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

A. Inclusive Playground

1. Design Services

a. Civil Engineering Design

Site Layout and Grading Design

Barge proposes to provide detailed site layout, grading, and drainage design for the playground site. This shall include details for the parking lot, driveways, curbs, sidewalks, and pavement designed to local specifications or geotechnical recommendations. Also included will be sizes and locations of inlets and pipes, drainage swales, and relevant spot elevations to achieve positive drainage. Detention and water quality shall be included in the design to meet City of Franklin standards. All buildings shall be 1' above the Base Flood Elevation (BFE) at the playground area.

The design effort will entail:

- 1) Site layout for the parking lot, playground, and other amenities identified in Section I (refer to Attachment B).
- 2) Detailed grading and drainage design including subdrainage under the play surfacing.
- 3) Detention and water quality per City of Franklin standards.
- 4) Sidewalk and curb ramps where needed, to be designed according to ADA accessibility requirements.
- 5) Pavement marking and regulatory signs.
- 6) Construction details.
- 7) Updated Opinion of Probable Construction Cost (OPCC).
- 8) Coordination with the utility, lighting, and landscape architecture design.

Sanitary Sewer Design

Barge will provide detailed design for the proposed gravity sanitary sewer connections from the proposed restroom to the existing sanitary sewer main. It is assumed that no downstream capacity study will be required due to the size of the structure.

Phased Erosion Control/Stormwater Management System Design

Barge will expand the storm drainage management system design, including surface conveyance system, pipe conveyance system, water quality system, and erosion, sediment, and pollution controls to include the inclusive playground site

and parking lot. This project area will be incorporated into the stormwater pollution prevention plan (SWPPP) for Phase I.

Domestic Water System Design

Barge will design the service that will connect to the main domestic line along the access road to serve the restroom building and freestanding drinking fountain/ water bottle station(s).

Specifications

Appropriate drawing or written COF technical specifications associated with these additional services will be included in the overall Phase I project construction documents.

b. Landscape Architectural Design

Planting Design

Barge will provide professional landscape architectural design services illustrating the proposed planting design for the inclusive playground site, parking, and other amenity areas. Plans will illustrate the items identified in the original contract.

Hardscape Design

Barge will provide professional landscape architectural design services illustrating the proposed hardscape features for the inclusive playground area. Services are to include the following areas:

- 1) Enclosed and shaded playground entrance/transition area.
- 2) Specialty pedestrian areas.
- 3) Plaza areas.
- 4) Miscellaneous site features, such as drinking fountains/water bottle stations, fencing, and gates.

Playground Design

Barge will coordinate with Recreational Concepts to develop the playground equipment layout and surfacing design. This design will be used to establish the limits of the playground area, finish grade elevations, and drainage requirements. The equipment, and potentially the surfacing, will be procured through a purchasing cooperative, with installation provided by the General Contractor. Plans will illustrate the following:

- 1) Equipment and surfacing layout.
- 2) Concrete curb and/or sidewalk edge around playground surfacing.
- 3) Fencing.
- 4) Notes and details.
- 5) 3D renderings of the play equipment (provided by Recreational Concepts).

Site Furnishings

Barge will depict the locations of site furnishings on the plans. Plans will illustrate the following:

- 1) Benches.
- 2) Trash receptacles.
- 3) Bike racks.
- 4) Shade structures.

Irrigation Design

Barge will expand the proposed irrigation design to incorporate the common areas and landscape beds in the inclusive playground area.

3-D Rendering

One (1) 3D bird's-eye view digital illustration of the playground area will be provided for fundraising purposes. This rendering will depict an overall view of the playground site and will incorporate the equipment rendering information prepared by Recreational Concepts. Barge will coordinate with the Client to determine the desired view for the rendering. An alternate price is provided for each additional rendering requested.

Specifications

Appropriate drawing or written COF technical specifications associated with these additional services will be included in the overall Phase I project construction documents.

c. Architectural Design

Barge will provide professional architectural design services for the proposed restroom building and picnic pavilion. These facilities will be designed with input from the Client.

The restroom building will generally include public restrooms, storage/janitor's room, and electrical room. The restrooms will include special accommodations for both children and adults with disabilities. The picnic pavilion will be incorporated with the restroom building structure, with the style, amenities, and additional detailing as directed by the Client. Roof type, exterior materials, and interior/exterior finishes for the restroom and pavilion will be coordinated with the concession building. The restroom/pavilion building is anticipated to be 3,000 square feet or less. The building will be elevated above the base flood elevation a minimum of 1'.

Specifications

Appropriate drawing or written technical specifications associated with these additional services will be included in the overall Phase I project construction documents.

d. Structural Design

Barge will provide structural engineering design for the proposed restroom and picnic pavilion building, foundation, and slab design, including foundations for the shade structures. Structural design will be performed in accordance with applicable building codes and requirements of the City of Franklin. Barge will provide details to perform the construction work

Specifications

Appropriate drawing or written technical specifications associated with these additional services will be included in the overall Phase I project construction documents.

e. Mechanical Design

Barge will provide professional mechanical design for the proposed restroom building. The mechanical design scope shall include the design of the facility HVAC systems (gas heat) and plumbing systems (including tankless water heaters and drinking fountains). Barge will provide details to perform the construction work

Specifications

Appropriate drawing or written technical specifications associated with these additional services will be included in the overall Phase I project construction documents.

f. Electrical Design

Barge will provide electrical design services for the proposed restroom and picnic pavilion building, ceiling fan(s) in the pavilion, site lighting design (including hardscape and parking), and electrical accommodations for food trucks at the parking lot.

Locations for emergency call boxes, Wi-Fi, and CCTV will be coordinated with the City of Franklin and identified on the plans to be installed by the contractor.

Specifications

Appropriate drawing or written COF technical specifications associated with these additional services will be included in the overall Phase I project construction documents.

2. Delivery Process

Barge proposes to deliver the above-stated design services through the following process.

a. Kickoff Meeting and Programming

Barge will work with the Client to understand the issues and design goals for the

inclusive playground. Concurrently, we will identify regulatory and construction issues that should be addressed during the design process. Specifically, the programming phase will consist of the following steps:

- 1) Conduct a detailed kickoff and programming meeting with the Client team. The objective of this meeting will be to develop and define the following items:
 - a) Develop a detailed Project Management Plan for coordination with the Client. The plan will include Risk and Response Register, communications plan, refinement of the schedule, etc.
 - b) Review the program for the playground and building functional requirements.
 - c) Define and document inclusive playground and building space requirements for the playground and associated amenities to be accommodated.
 - d) Review the integration of the inclusive playground facilities into the overall Phase I design, including the previously developed code analysis.
 - e) Summarize special facilities and equipment needed for operations and management.
- 2) Submit formal program documents to the Client for approval to proceed with design phases.
- 3) Conduct a kickoff meeting with the Friends of Franklin Parks (FOFP) Campaign Team, and facilitate a design workshop, along with Recreational Concepts, to generate programming specifically for the inclusive playground component.

Deliverables

- Program documents.
- Client kickoff meeting minutes.
- Campaign Team kickoff meeting/workshop minutes.

b. Schematic Design Documents

Barge will use the site Master Plan, programming information, and input from the Client team to refine the Master Plan into a schematic design (30% complete). Following are the steps in this phase:

- 1) Formulate inclusive playground and building design alternatives, and conduct separate meetings with the Client and Campaign Team to review and obtain consensus on the preferred alternative. This will include preliminary renderings of the playground equipment options.
- 2) Develop schematic drawings, which include site plan, playground layout, preliminary grading, utilities plans, building floor plans, and elevations.
- 3) Develop basis of design document.
- 4) Refine Master Plan level OPCC to the schematic design level.
- 5) Develop preliminary 3D renderings for the equipment and overall playground.
- 6) Submit schematic design documents and renderings to the Client for review and comment.
- 7) Review schematic design documents during separate meetings with the Client and Campaign Team and secure approval to proceed to design development. During this meeting, Barge will review basic materials;

mechanical, plumbing, and electrical systems; structural systems; and sustainable site and building design strategies that may be appropriate for this project.

- 8) Provide final 3D renderings incorporating schematic review comments for use in the fundraising campaign.

Deliverables

- Preliminary design alternatives and equipment renderings.
- Site plan, preliminary grading, and utility plans.
- Floor plan(s).
- Building elevations.
- Basis of Design Document.
- Narrative summary of building systems.
- Update OPCC.
- Final 3D bird's-eye view rendering (equipment and overall playground site) in high-resolution tiff files.
- Client meeting minutes (2).
- Campaign Team meeting minutes (2).

c. Design Development Documents

Barge will provide design development documents (60% complete) based on the approved schematic design documents. The design development documents will illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections and elevations, typical construction details, and equipment layouts. The design development documents will include outline specifications that identify major materials and systems and establish in general their quality levels. Barge will update the OPCC to the design development level, identifying cost variances from the schematic level OPCC. Barge will submit drawings and related documents describing the design development to the Client for review and comment. The Barge team will meet with the Client at the end of the design development phase to review the proposed design approach, receive comments, and obtain approval to proceed with the construction documents phase.

Deliverables

- 60% complete site and building plans.
- 60% playground and surfacing layout prepared by Recreational Concepts.
- Outline technical specifications.
- Updated OPCC.
- Client review meeting (1).

d. Construction Documents

Barge will provide construction documents based on the approved design development documents. The construction documents will set forth in detail the requirements for construction of the project and will be incorporated into the Phase I construction documents. The construction documents will include drawings and specifications that establish in detail the quality levels of materials and systems required for the project. Barge will provide the technical specifications for incorporation into the Phase I Project Manual containing all

other bidding documents that will be prepared by the City. We will update the OPCC to construction document level and identify any cost variances from the design development level OPCC.

We will submit the final construction documents to the Client's DRT for review and comment and will conduct a meeting to receive and review the comments. We will revise the construction documents based on comments received and issue complete sealed sets of plans and technical specifications for bidding and construction. Barge anticipates two (2) revisions to drawings and bid documents based on comments. Barge will present the final design to BOMA. **Using the final approved plans, Barge will work with the COF Building and Neighborhood Services department to secure the applicable building permits for the project.**

Deliverables

- 100% complete sealed plans and technical specifications issued for permitting, bidding, and construction.
- Final playground and surfacing layout prepared by Recreational Concepts to be utilized in the procurement of these components.
- Final updated OPCC.
- Client review meeting (1).
- BOMA meeting (1).
- Permit drawings and application packages for agency submittals.

3. Bid Administration

This scope of work will be incorporated into the Phase I construction documents and administered in accordance with the base contract section "Exhibit A" – Section II.E Bid Administration.

B. Domestic Water Design

1. Design Services

Barge will design approximately 4,600 LF of 10-inch-diameter water line along the main entry drive of the Southeast Municipal Complex. The new line will connect to an existing water main located to the west of I-65. Barge will provide plan and profile sheets of the proposed water line, as well as typical details. Barge will reference COF technical specifications to perform the construction work.

III. Project Understanding, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon the following:

1. The understandings, assumptions, and exclusions listed in the original contract also apply to these additional services.
2. Appropriate drawings and written technical specifications associated with these additional services will be incorporated into the Phase I construction documents.
3. The City will directly purchase the playground equipment, and playground

surfacing if available, through a cooperative purchasing agreement. The Phase I bid package will include installation associated with these items under the General Contractor's scope of work.

4. Construction budget for the inclusive playground are unknown at this time; Barge will strive to work with the Client in the establishment of this budget but cannot be held responsible as to whether or not the yet-undefined budget is achieved.
5. Design of the playground equipment layout, surfacing, and associated details will be prepared in coordination with Recreational Concepts.
6. Barge will coordinate and design water line connections to the main line along the main entry drive to serve the playground elements.
7. The City will provide utility coordination and information related to overhead electrical, communication, internet, and gas utility services which will be shown on the construction documents.
8. The restroom building is assumed to not require fire protection via a sprinkler system. Barge will confirm this with the Fire Chief during design. Fire protection design for the restroom can be provided as an additional service.
9. Design fee is based upon the site plan (Attachment B) and an assumed building size of 3,000 square feet. Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
10. **Building permit fees will be either paid directly by the COF or waived. Permit review fees will be paid by Barge and reimbursed by the COF.**

B. The following excluded services can be provided as additional services with an appropriate adjustment in fees (excluded services identified in the original contract also apply to these additional services).

1. Construction phase services.
2. Additional site renderings, other than those listed above (\$2,070 per additional rendering).
3. Additional meeting or workshops other than those listed above.
4. Separate bid package for the inclusive playground.
5. Fire protection design for the restroom and/or pavilion.

IV. Time of Performance

Barge is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule.

Tasks	Duration
Design*	
1. Programming	3 weeks
2. Schematic Design	12 weeks
3. Design Development	8 weeks
4. Construction Documents	8 weeks

*Schedule does not include Client or agency review. This schedule will be coordinated with the overall project schedule.

Barge and the Client are aware that many factors outside Barge’s control may affect Barge’s ability to complete the services to be provided under this Addendum. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

V. Client’s Responsibilities

Barge strives to work closely with our Clients. For the project team to function efficiently, certain information needs to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Provide information as required to support development of Barge’s scope, as required in the Professional Services Agreement.
2. Provide review comments in a timely manner.
3. Provide a single point of contact for project coordination purposes.
4. Provide overhead electrical, communication, internet, and gas utility services to be shown on construction documents.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

1. Construction plans, notes, and details (Schematic, Design Development, Permitting, and Construction Document submittals in accordance with Section II above).
2. Technical specifications.
3. Updated OPCC.
4. 3D playground equipment and overall site renderings.
5. Permit drawings and application packages for agency submittals **and building permits.**

VII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below. Permitting review fees will be invoiced separately at a 1.0 multiplier as a pass-through cost.

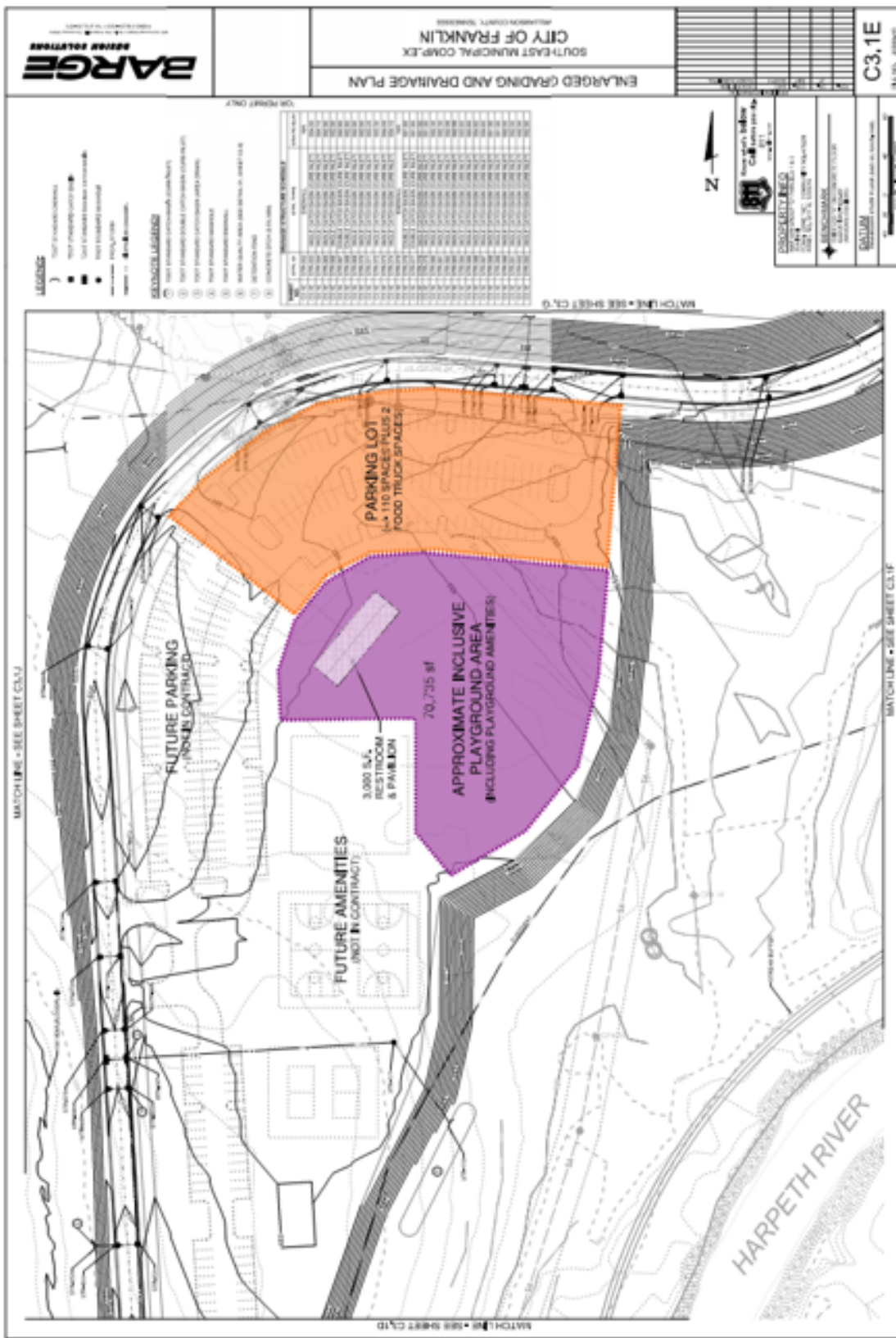
Fee Summary Table

Items	Fee Type	Fee Amount
A. Playground Design*	Lump Sum	\$196,000
B. Domestic Water System Design*	Lump Sum	\$16,500
C. Permitting Review Fees	At Cost	TBD
TOTAL		\$212,500

*An hour breakdown by discipline has been included as Attachment C.

The fees provided above are valid up to three (3) months from the date of this proposal.

Attachment B – Inclusive Playground Site



Attachment C – Hours by Discipline

Task Description	SMS/CSL/MGR	PIC/QC/MGR	PM/Sr.Eng II	Sr. Eng/LA	Jr. PE/LA	Eng./EIT	Designer II/EIT	Designer/EIT	Admin	CADD
Inclusive Playground										
PM				100						
Civil										
SD - layout					4		4			4
SD - grading				2	4		8			8
SD - drainage				2	4		8			8
DD - layout					4		2			2
DD - grading				2	4		16	24		16
DD - drainage				2	4		16			16
DD - EC				1	4		8			8
CD - layout					4		2			2
CD - grading				2	4		8	24		8
CD - drainage				2	4		16			16
CD - EC				1	4		8			8
Permitting					30		8			8
Coordination					24		2			2
Meetings					4		4			4
Landscape Architecture										
Irrigation Consultant										
Rendering consultant										
Playground Kick off Meeting		8			8			2		
(4) meetings with the City and Stakeholders		32			16					
Playground Plaza & Entry Layout		6			20			60	2	
Playground Hardscape details		6			20			60	2	
Playground Planting		2			16			40	2	
Playground Irrigation					4					
Architectural										
Structural										
				4	18	40		160		
Mechanical										
				4		20		50		
Electrical										
				6		24		66		
			4			25		60		
Domestic Water System Design										
Water Services										
Document Preparation - 30%	1				4			16		16
Document Preparation - 60%	1				4			12		12
Document Preparation - 90%	1				4			12		12
Document Preparation - Final	1				4			8		4
QC		8								
CA - No CA included in this fee										
Additional geotech analysis										
Contingency										
Total	58	8	4	128	220	109	446	258	6	154