

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0369**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE WAGGONER SUMNER & CANNON, INC.**, 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:

Franklin Special School District Property Concept Plan

1. SCOPE OF SERVICES. Consultant shall provide engineering and related technical services 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 Thirty-Four Thousand Nine Hundred Ninety-Eight and No/100 Dollars (\$34,998.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

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: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Attorney for the City of Franklin

November 11, 2016
File 939180

Ms. Lisa Clayton
City of Franklin Parks
P.O. Box 305
Franklin, TN 37065

RE: Franklin Special School District Property Concept Plan

Dear Ms. Clayton:

In accordance with your request, attached is our proposed scope of services to prepare a concept plan for recreation programming at three parcels of land owned by the Franklin Special School District (FSSD), which includes Freedom Middle School/Poplar Grove, Freedom Intermediate School, and Johnson Elementary School. Enclosed is our proposed scope of work (Attachment A) for your review. We understand that you will include this in a budget request and that if funded, the City of Franklin will prepare a standard Professional Services Agreement for us to review and execute.

This proposal was prepared based on our understanding of the project description. 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 615-252-4313. BWSC can also provide additional services not included in this proposal upon request.

Please let me know if you have any questions or need any further information regarding this proposal.

Sincerely,



Mary M. Vavra, AICP, ASLA, CLARB, LEED Green Associate
Senior Planner/Landscape Architect

Enclosures

cc: Paula Harris, BWSC
Steven A. Fritts, BWSC

ATTACHMENT “A”

**City of Franklin Special School District Property
Master Planning Scope of Work**

November 11, 2016

PROJECT DESCRIPTION

Prepare a concept plan for three parcels of land owned by the Franklin Special School District (FSSD). See Exhibit 1, Site Locations, for a map of the three parcels labeled as A, B, and C, which will be evaluated for potential recreation programming and site master planning. Parcel A is approximately 32+/- acres (Freedom Middle/Poplar Grove site); Parcel B is approximately 24+/- acres (Freedom Intermediate School site); and Parcel C is approximately 10+/- acres (Johnson Elementary School).

I. TASK 1: INVENTORY/RESEARCH AND KICKOFF MEETING

- A. BWSC will gather and assemble information regarding the sites and surrounding features, including any public and private development plans already in place or in process. This information will be derived from existing resources. BWSC will prepare an electronic base map suitable for planning purposes from GIS electronic files for the site, provided by the Client. Next, we will complete an analysis for each site, which would include natural and cultural features (topography, geology, hydrology, and existing infrastructure) to identify physical opportunities and constraints to development. This inventory and analysis will focus on the natural systems of the site and will include a general identification of the ecological character and resources. We will identify, on a preliminary basis, any potential critical environmental resources (wetlands, etc.) that are present on the site, based on existing National Wetland Inventory and other available mapping. This will not include a field delineation of potential wetlands. The analysis will also involve a review of the surrounding area to understand the context. This will include an evaluation of land uses and character of surrounding landscape to identify elements, themes, or concepts that could be used in developing linkages and design ideas for the park.
- B. BWSC recommends that the Client appoint a Core Planning Team (CPT) to work with us in the development of the master plan. We understand that this team would be led by Paige Cruse, City of Franklin Parks Department, and include key Client staff, representatives from the FSSD, and any other stakeholders as the Client deems appropriate. We will conduct a kickoff meeting with the CPT and other stakeholders as desired to discuss in detail the scope of work, schedule for meetings, deliverable dates, lines of communication, desired program elements (uses, facilities, etc.) for the campuses, potential site development issues, identification of risks, and the measures of success for the study. The identification of measures of success will result in a definition by the CPT of the key outcomes of the study that the Client believes would make the effort successful.
- C. We will prepare mapping that illustrates this analysis, including key issues, opportunities, and constraints.
 - 1. Key Outcomes/Deliverables
 - a. Development of site electronic base mapping
 - b. Project schedule and goals

- c. Identification of opportunities for and constraints to development on the sites
- d. Initial listing of desired program elements (uses and functions to be included on the campuses)
- 2. Meetings
 - a. Kickoff meeting with CPT

II. TASK 2: INTERACTIVE PUBLIC INPUT MEETING AND PROGRAMMING DEVELOPMENT

- A. In this task, BWSC will facilitate an interactive public meeting (*Public Meeting #1*) to gather input from teachers, parents, parks users, and others on their programming ideas. For this meeting, we will provide results on our initial findings from the inventory and analysis and explain how these will influence the design. We will also provide examples of programs and facilities that could be considered in order to gather input. Using an interactive group exercise, participants will provide input and vote on priorities. The desired result of the meeting would be development of desired program elements from the public's perspective.
 - 1. Key Outcomes/Deliverables
 - a. Identification of key design principles, themes, and park features
 - b. Development of desired program elements
 - 2. Meetings
 - a. Interactive public meeting

III. TASK 3: PRELIMINARY CONCEPT PLAN AND OPEN HOUSE MEETING

- A. BWSC will utilize the program information received during the public meeting to prepare a conceptual master plan for the three sites. The concept plans will illustrate the location, size, type, character, and scale of the proposed improvements in a diagram format. We will review these concepts at a meeting with the CPT to receive their input. A top-level comparative cost will be discussed with the CPT for each option.
- B. Based on input from the CPT meeting, BWSC will revise the options and present the preliminary concept plans at an evening public meeting (*Public Meeting #2*) to obtain public input on the plans. This meeting will be in an open house style format to allow participants to drop by and review the master plan ideas. As part of the meeting, we will verify input gathered at the initial public meeting, gather comments on the preliminary concept plan, and obtain input on potential phasing options.
 - 1. Key Outcomes/Deliverables
 - a. Create preliminary concept plan based on site analysis and public input
 - b. Meet with CPT and facilitate the second public meeting
 - c. Develop potential phasing options (10-year visioning plan)
 - 2. Meetings
 - a. Meeting with CPT
 - b. Open house meeting

IV. PRELIMINARY CONCEPT PLAN REFINEMENT AND DEVELOPMENT OF FINAL DRAFT CONCEPT PLAN

- A. BWSC will refine the preliminary concept plan based on public input. This plan will remain diagrammatic, but include images of major programming elements to help the community visualize future improvements. As part of this task, we will prepare initial preliminary opinions

of probable costs of the major elements in the plan and phasing recommendations. The draft final plan will include specific recommendations for sustainable design concepts to be included in the site and building design. BWSC will also identify the scope and potential schedule for the permitting process for construction of the park. This information will be submitted to the CPT for review and comment.

- B. Based on comments received from the CPT, BWSC will complete final rendered plans and a brief written final draft report documenting the master planning process, which will contain reduced copies of the rendered plans, supporting documentation, and the opinions of probable cost. Electronic copies of the final draft plan and report will be provided to the CPT for review and comment. Once the CPT has provided comments on the Final Draft Concept Plan, BWSC will revise and provide copies of the final draft plan and report.
 - 1. Key Outcomes/Deliverables
 - a. Preparation of final draft master plans and report
 - b. An electronic copy of the final plans and report submitted to the CPT for review
 - c. Make any necessary revisions as a result of CPT comments
 - d. Prepare copies of the final plan and report for submission to approving board or legislative body
 - 2. Meetings
 - a. Meeting with CPT

V. TASK 5: FINAL DRAFT CONCEPT PLAN PRESENTATIONS

- A. BWSC will present the Final Draft Concept Plan to the FSSD Board for input (*Presentation #1*) and will make any necessary revisions to the plan and report. BWSC will then present the revised plan to the Board of Mayor and Alderman (*Presentation #2*).
 - 1. Key Outcomes/Deliverables
 - a. Electronic copies of the rendered conceptual master plan and summary report
 - b. Approval of the plan by the legislative body
 - 2. Meetings
 - a. Presentation #1 to FSSD Board
 - b. Presentation #2 to BOMA

VI. TASK 6: FINAL CONCEPT PLAN

- A. Based on input from *Presentation #2*, BWSC will make the necessary revisions to the final draft concept plan and report. We will then submit the Final Concept Plan to the Client.
 - 1. Deliverables
 - a. Electronic copies of the final written report documenting the planning process, including a reduced copy of the color rendered master plan, recommended phasing of construction, preliminary opinions of probable cost, and recommended phase plan
 - b. Electronic copies of the color rendered master plan and final report in .pdf format

VII. ADDITIONAL SERVICES

- A. Partnership agreement
- B. Geotechnical investigation by others
- C. Assessment of utilities

- D. Traffic analysis
- E. Negotiation services
- F. Services related to design development, construction documents, permitting, etc.
- G. Additional meetings
- H. Additional site visits
- I. Prepare detailed opinion of probable cost
- J. Master plan of Jim Warren Park

VIII. CLIENT'S RESPONSIBILITIES

- A. Appoint a single point of contact for project coordination purposes.
- B. Review documents and respond to questions in a timely manner.
- C. Provide base information.
- D. Coordinate meeting locations and promote/market public meetings.
- E. List activities and programs in place at each school.
- F. Assist in gaining access to the sites.

IX. COMPENSATION

The compensation to be paid to BWSC for providing requested services shall be as follows:

Design Services Fee	\$34,998
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We propose a lump sum fee for this work of \$34,998 including all labor cost and reimbursable expenses. This fee will be valid through the end of calendar year 2016.

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect	\$170 to \$280
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor.....	100 to 180
Graduate Engineer, Planner, or Architect.....	70 to 130
Designer or Technician.....	60 to 120
Drafter, Administrative Assistant, etc.....	50 to 100
Construction Representative	50 to 100
Surveyor	30 to 80

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

BWSC contract employees (non-BWSC payroll) utilized by BWSC in the provision of services under this agreement will be billed at a multiple of 1.6 times the expenses incurred by BWSC for time chargeable to the work.

Other expenses which are properly chargeable to the work will be invoiced as follows:

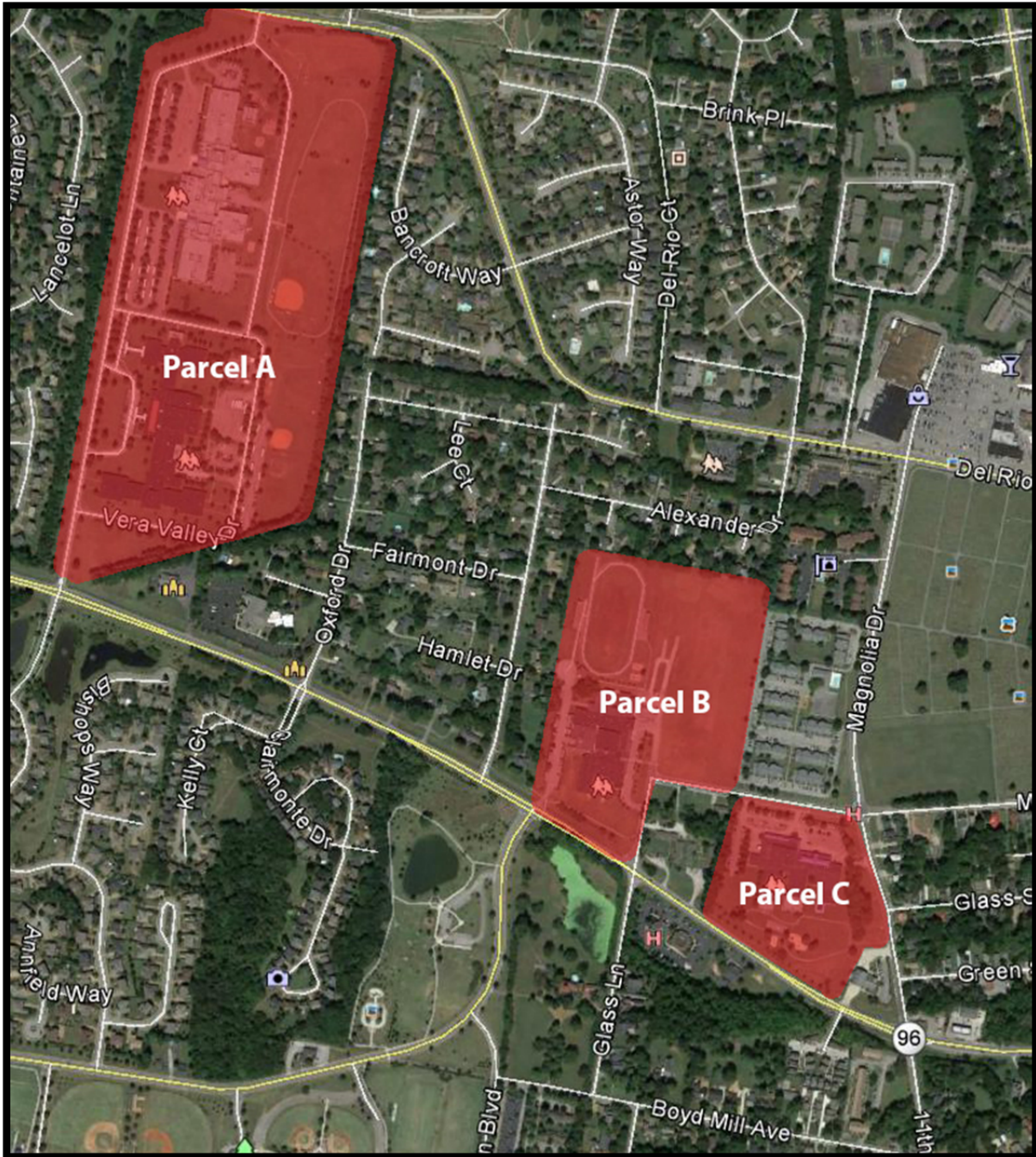
- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost but only in accordance with the City's travel and expense policy.

Invoices will be issued on a monthly basis.

NOTE: The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.

Effective October 2011

Exhibit 1: Site Locations



Equal Employment Opportunity/Affirmative Action Employer