

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0361**

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:

RIVERFRONT PLANNING STUDY

1. **SCOPE OF SERVICES.** Consultant shall provide engineering analysis, public engagement and visioning, 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 TWENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$24,500.00).

The City Administrator Approved this Agreement on the 21st day of DECEMBER 2016 under the Authority Granted by the Franklin Board of Mayor and Aldermen by Resolution 2012-05.

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.

CONSULTANT

BY: *Paula Harris*
Consultant's Signature
TITLE: *Executive Vice President*
Date: *12-22-2016*

CITY OF FRANKLIN, TENNESSEE

BY: *Eric S. Stuckey*
Eric S. Stuckey
City Administrator
Date: *12-21-2016*

Approved as to Form:



Kristen L. Corn, Assistant City Attorney

The scope of work is presented in the following elements.

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

I. PROJECT DESCRIPTION

Barge, Waggoner, Sumner and Cannon, Inc. (BWSC) is proposing to provide planning services to assist the City in understanding challenges, opportunities, and perspectives associated with potential development along the Harpeth River in the downtown area. The project area will include the existing parcels along both sides of the Harpeth River from Pinkerton Park to Bicentennial Park that include property within the Floodway Fringe Overlay District (FFO). There are three main objectives of the project.

1. To identify areas within the FFO that may be appropriate for development based on a review of existing flood modeling and limited conceptual analysis.
2. To understand and assemble the perspectives of key stakeholders and the general public regarding three key issues:
 - The community vision for the conceptual types of amenities and other improvements desired for a Riverwalk along the Harpeth River in the project area
 - Perspectives regarding allowing, encouraging, or discouraging limited development on parcels that include property within the FFO in the project area, and why.
 - Perspectives on appropriate types of development and land uses within the project area, and how those uses can be balanced and coordinated with a conceptual Riverwalk.
3. In consideration of potential flooding issues, stakeholder input, and coordination with the City, provide general recommendations on land use and preferred level of potential development within the project area, on a parcel by parcel basis as appropriate.

II. SCOPE OF SERVICES

BWSC proposes the following Scope of Services related to the project description above.

A. Review of Existing Flood Model and Mapping & Identification of Potential Development Zones

In this phase of the work, BWSC will review available mapping and other data in order to gain a basic understanding of the existing conditions, current City regulations related to development in the FFO, and planned developments in and around the project area. The flood model and data utilized is intended to be the latest flood model from the US Army Corps of Engineers and will be agreed to by BWSC and the City prior to beginning work.

BWSC will compile an electronic base map suitable for planning purposes from GIS mapping and topographic survey data (previously completed by others) provided by the City. The map will include at a minimum:

- Harpeth River floodway
- 100-year base flood elevation
- 500-year based flood elevation
- Topographic contours
- Approximate or reported top of bank of the Harpeth River
- Approximate or reported Zone 1 and Zone 2 Riparian Buffers
- Wetlands (from National Wetlands Inventory mapping)
- The location of brownfield/contaminated sites identified in publicly accessible TDEC databases
- Areas of apparent ineffective flow
- Preliminary identification of potential development zones

BWSC will review current land use, zoning, and flood plain regulations and any prior planning and engineering studies provided by the City as applicable to the planning area. The recommendations from the Parkview Drainage Study completed by BWSC for the City and the US Army Corps of Engineers' plans for a bypass culvert at the Franklin Road Bridge will be factored into the planning study. We will also review developments planned adjacent to the planning area (e.g. Harpeth Square and other plans for which the City provides information to BWSC) in order to integrate planning for them into the evaluation.

The key outcome of this phase of work will be the identification of potential development zones on a parcel by parcel basis.

B. Client/Stakeholder Engagement & Planning Coordination

Pre-Meeting and Kick-Off Meeting

Prior to beginning the remainder of project work, BWSC will meet with Roger Lindsey (Vice Chair of the Planning Commission) to discuss the intended project work, the method of

evaluation, and the intended outcomes.

After meeting with Mr. Lindsey, BWSC will facilitate a kick-off meeting in Franklin with the BWSC project team and City staff. During the meeting we will discuss in detail the scope of the work, the specific stakeholders and groups to be contacted, specific project schedule goals, deliverable dates, point of primary contact for the City, lines of communication, and the measures of success for the study.

Stakeholder Interviews

BWSC will conduct a series of small group and one-on-one interviews with key stakeholders over the course of several weeks. These will include key property and business owners in the planning area, groups such as the Heritage Foundation, the Connectivity Committee (working toward development of private segments of Riverwalk), key City staff at Planning, Engineering and Parks, others as specified during the kickoff meeting. This work includes up to eight (8) separate meetings to be attended by one (1) to three (3) BWSC staff (depending on technical and/or planning content of the meeting). For the stakeholder interviews, the City will provide precedent imagery boards depicting riverwalk concepts and types of development for community visioning purposes.

Coordination with the Comprehensive Park and Recreation Master Plan

We will incorporate the results of the stakeholder input into this planning effort, including the results of the statistically valid survey that was administered as a part of the Parks Master Plan. We will also incorporate the recommendations for the greenway trail system that were adopted by BOMA.

Coordination with other City Planning Efforts

We will also review the objectives and outcomes of the Multimodal Major Thoroughfare Plan, the Envision Franklin Land Use Plan, and other specific documents as identified in the Kick-Off Meeting as it relates to stakeholder input and BWSC's evaluation of potential development areas.

Public Input Meeting – Open House Format

BWSC will facilitate a public input meeting at a location the City identifies and procures. The intent of the meeting will be to proactively solicit and collect opinion, feedback, and suggestions from the general public regarding their desired vision for downtown Franklin along the Harpeth River, including the following:

- What types of amenities and other improvements are desired to create a Riverwalk-type experience along the Harpeth River; and
- What their perspectives are on potential development within the FFO properties in the project area.

The City will provide precedent imagery boards depicting riverwalk concepts and types of development for community visioning purposes. In preparation for the public open house, BWSC will prepare an input form to assist in soliciting and collecting comments. During the

meeting, BWSC will provide staff to proactively ask and answer questions of attendees and encourage written input on the input form and/or on “sticky notes” placed on the base maps and image boards, as well as pointing people to other electronic forms of input that may be available after the meeting as identified and set up by the City (e.g. project Facebook page, web page, etc.). It is also assumed that representatives from the City will be in attendance to actively participate in the meeting and discussions with attendees.

C. Final Working Meeting & Summary Document

Final Working Meeting with City Team

BWSC will attend and facilitate a final meeting with the City project team to discuss the outcomes of the study. The meeting will include a review of an updated (if appropriate) base map. The discussion will be focused on the following:

- The potential development areas and associated stakeholder input.
- Review of public input
- Preliminary opinion of preferred land uses/development types within the study area and the specific development zones.
- Preliminary opinion as to the feasibility of fill being placed and result in a no-rise condition, or
- If flood storage mitigation measures appear necessary for development to take place in any particular potential development zone.

BWSC will prepare a brief written summary document that describes the study process, the stakeholder input, how the stakeholder input coincides with other city planning efforts, what types of development may be appropriate within the apparent development zones, and any recommendations for next steps if appropriate at that time.

III. ADDITIONAL SERVICES

1. Work requested by the City which is not included in the above Scope of Services may be available as Additional Services if agreed to by both parties and accompanied by an agreed to modification of fees and schedule.
2. Additional Services will be invoiced according to BWSC standard hourly rates unless otherwise agreed by both parties.

IV. PROJECT UNDERSTANDINGS, ASSUMPTIONS, AND EXCLUSIONS

- A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.
 1. This work is presumed to be useful as a standalone study and may also be useful as a first phase of a more comprehensive effort to develop a complete plan for BOMA approval.

2. The study will not result in recommendations of specific projects for the City to undertake or the acquisition of property by the City.
 3. BWSC will have access to the site and adjoining areas, if required.
 4. The City will provide BWSC at no cost electronic GIS and planning-level topography.
 5. The City will provide BWSC at no cost site plans and other documentation for planned developments adjacent to the planning area.
 6. The City will provide BWSC at no cost a January, 2016 land use map in GIS.
 7. The City will provide precedent imagery depicting riverwalk concepts and types of development for community visioning purposes to be used during the Public Input Meeting and Stakeholder Interviews.
 8. Schedule is dependent upon the timely receipt of critical information, such as GIS and topographic files, etc. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional fees or additional time may be required.
 9. All engineering, analysis, or other professional services work included in this scope of services is preliminary or conceptual in nature and should not be considered complete or exhaustive review, analysis, or design.
- B. The following *excluded* services can be provided as an additional service with an appropriate adjustment in schedule and fees.
1. Design alternatives for development along the Harpeth River.
 2. Renderings or comprehensive concepts.
 3. Comprehensive plan document(s).
 4. BOMA work sessions or presentations.
 5. Formal presentations.
 6. Construction or design specifications, specific development guidelines or ordinance, architectural style recommendations, building materials or finishes.
 7. Inventory of existing conditions.
 8. Survey services.
 9. Opinions of probable construction cost.
 10. Traffic studies.
 11. Floodway modeling/studies other than those identified in basic services.
 12. Wetlands and stream identification, delineation, or permitting.
 13. Environmental studies and sinkhole disturbance permitting and other environmental reports, unless noted herein.
 14. Any other work not specified in the above Scope of Services

V. TIME OF PERFORMANCE

BWSC is prepared to begin work within one (1) week upon receipt of a signed professional services agreement or written authorization to proceed.

For planning purposes, BWSC has prepared the following milestone schedule.

Tasks	Duration
1. Review and Mapping*	2 weeks
2. Stakeholder Input and Public Input Meeting*	4 weeks
3. Final Meeting & Summary Document	2 weeks
Total Duration	6 - 8 weeks

* Simultaneous tasks as feasible

VI. CLIENT'S RESPONSIBILITIES

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information, collaboration, and decisions as required to support completion of the Scope of Services as described in this agreement.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of any public meetings, including public announcements/invitations, identification and procurement of meeting space, etc. will be provided by City.

VII. DELIVERABLES

The following is a list of deliverables that will be produced.

- A. Meeting notes documenting interviews with stakeholders (.pdf).
- B. Electronic and printed base map of the project area as it currently exists for use in stakeholder meetings.
- C. Input form to assist in gathering public input at the open house.
- D. Written brief summary document with findings (.pdf).

VIII. COMPENSATION

The compensation to be paid to BWSC for providing requested services is a lump sum fee of \$24,500.