

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0122**

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:

Southeast Municipal Complex Lockwood Parcel

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and survey 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 **Three Hundred Ten Thousand One Hundred Fifty-Eight and No Dollars** (\$310,158.00).

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.

(Signatures on next page)

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Kristen L. Corn , Assistant City Attorney

ATTACHMENT "A"

CITY OF FRANKLIN SOUTHEAST MUNICIPAL COMPLEX LOCKWOOD PARCEL CONSTRUCTION DOCUMENTS SCOPE OF SERVICES, FEE, AND SCHEDULE

INTRODUCTION

BWSC has prepared this Scope of Services at the City's request to conduct a natural resource evaluation, a topographic and boundary survey, and to develop construction plans for Phase I of the development of the of the Lockwood property portion of the Southeast Municipal Complex. A red line on the attached **Exhibit A** outlines the limits of Phase I construction. The Phase I improvements are to include the entry features, entrance road, parking area, formal and overflow event lawn, the event pavilion with restrooms, a trail around Robinson Lake, floating boat dock rental, fishing docks, a fire ring with seating for 25 people, a dumpster enclosure, picnic areas, a boardwalk with interpretive signage, site lighting, irrigation, and landscaping.

It should be noted that the site is located within the 100-year floodplain. It appears that the proposed location of the formal event pavilion is well below the floodplain elevation (this will be confirmed by the survey). Having the restrooms in this building could result in the need to elevate the building or locate the restrooms in a separate structure in a higher location on the site.

The design theme will include a rustic look that borrows themes from the Lockwood development across the street. The rustic, wood timbers main event pavilion with a portion extended out over the lake will accommodate 75-100 people and be suitable for family reunions and HOA events. It will include restrooms, a stone fireplace, lighting, WiFi, and electrical receptacles. An ADA accessible canoe/kayak launch and a boat ramp for motor-less boats is included. The existing stormwater features built for the Lockwood development can be expanded to accommodate the needs for the park and the scope will include adding appropriate landscape plantings in and around the ponds.

Irrigation will cover the entry feature, along the entrance road, around the parking area, and the event lawns only. Provisions will be made for irrigating the multi-purpose field in future phases. The park entrance road and parking area will be lighted with LED fixtures. Provision will also be made for security cameras on the site.

The requirements for the interpretive signage on the boardwalk in the northern portion of the site will be determined during the branding study as a part of the master planning process for the primary park site and are therefore not included in the scope.

Picnic sites around the lake will include concrete pads, an ADA table, grill, and trash receptacle. Select sites will have a cover/shelter.

1. NATURAL RESOURCES EVALUATION SCOPE OF SERVICES

BWSC will conduct a field reconnaissance to determine the extent of jurisdictional waters (streams and/or wetlands) within the limits of the entire 80+/- acre Lockwood property.

Natural Resources Environmental Boundaries Survey:

BWSC biologists certified in wetland delineation and hydrologic determination methodologies will determine if wetlands and/or streams exist on the site. If wetlands or streams do exist, BWSC will delineate the boundaries of any wetlands found within these areas using the U.S. Army Corps of Engineers (USACE) Routine On-site Determination method as described in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont, July 2010. Soils, plants, and hydrology will be documented and used to determine the extent of wetlands if they exist on the subject property. In addition to wetlands, any other potential jurisdictional features such as ephemeral, intermittent, and perennial streams and springs/seeps will be identified and the extent of these features will be determined. All streams will be evaluated with regard to their designated or potential regulatory status per Tennessee's Anti-degradation Statement pertaining to impaired [303(d)] or high quality waters (Exceptional Tennessee Waters). BWSC will complete Hydrologic Determination forms for any marginal jurisdictional channels (i.e. intermittent and wet weather conveyance/ephemeral). All features will be surveyed with a handheld GPS unit capable of sub-meter accuracy and used to produce an "Approximate Waters of the US" map.

In addition, BWSC ecologists will review the sites for the presence of any threatened or endangered species habitat and will coordinate with the USFWS and TWRA regarding concerns for listed species within the 80+/- acre Lockwood tract. Field surveys for protected species will be conducted based on the identification of preferred/suitable habitat for species listed in Williamson County, Tennessee, and the project vicinity. If habitat is identified within the survey boundary, the identified habitat will be thoroughly investigated for suitability. The Indiana bat and the Northern Long-eared bat (NLEB) are currently federally listed in Williamson County. Because the subject property is partially forested, BWSC ecologists will evaluate the presence of suitable summer roosting habitat for both listed bat species. Land features indicative of suitable habitat will first be identified during a preliminary desktop analysis using GIS land coverage and property data. Features such as forested areas, open fields, water resources, and flight corridors will be noted during the field investigation. Features such as dead trees/snags, trees with loose or shaggy bark, and man-made structures (i.e. bridges, culverts, and old buildings/houses for the NLEB) will also be identified.

Natural Resources Technical Report:

A Natural Resources Technical Report will be provided to City of Franklin summarizing the findings of the site investigation (i.e. delineations of streams, wetlands, and springs/seeps) as well any threatened or endangered species habitat observed during the field review. This report will include recommendations on permitting if streams and/or wetlands are encountered on-site, and discuss the next steps in the anticipated development process based on encountered conditions.

The Natural Resources Evaluation Scope of Services does not include:

- Site visits with the U.S. Army Corps of Engineers and TDEC.
- Preparation or submittal of a Corps Preliminary Jurisdictional Determination Application or formal TDEC Hydrologic Determination Report required for waterbody verification.
- 404 or 401 (ARAP) permit applications preparation or submittals.
- Threatened/endangered species surveys including bat acoustical or mist net surveys, fish sweeps, and/or macroinvertebrate/crayfish/mussel surveys.
- Archaeological/Historical/Cultural Resources Review and/or SHPO coordination.

Key Task Outcomes

- A letter report including findings of the ecology investigation and recommendations on permitting will be submitted to the City of Franklin.

2. PHASE I SURVEY, DESIGN, AND CONSTRUCTION DOCUMENTS SCOPE OF SERVICES

Design services will include the various design disciplines necessary to prepare the drawings and documentation necessary to prepare Construction Documents for Phase I construction and to assist in bidding and award of the construction contract. Design packages will be submitted at the Schematic (30% complete), Design Development (60% complete), and Construction Document (100% complete) phases of design. An opinion of probable construction cost will be developed at the Schematic Design level and updated at the DD and CD level for the project. We are proposing the following meetings over the course of the project:

- Kickoff meeting.
- 30%, 60%, and 100% design submittal review meetings.
- Present 30% design to BOMA.
- Franklin Municipal Planning Commission meeting.
- Pre-bid meeting with potential bidders.

Task 1 – Field Survey

BWSC will prepare a boundary survey for the entire 80+/- acre Lockwood parcel and a field topographic survey for the Phase I development area as shown in Exhibit A. Survey will be prepared according to state minimum standards, and individual tree locations for trees 24" and larger will be located as a part of this survey.

The scope of each of the design packages follows.

Task 2 - Schematic Design Documents

Initially, we will use the existing master plan prepared by the Edge Group and programming information gathered in the previous steps to generate Schematic Design (30% complete) alternatives. With input from the Client, we will refine the best aspects into a recommended Schematic Design. Following are the tasks in this phase:

- Formulate site and building design alternatives.
- Prepare site and building code analysis.
- Review basic materials; mechanical, plumbing, and electrical systems; and structural systems.
- Review sustainable site and building and design strategies that may be appropriate for this project.
- Develop schematic drawings which include site plan, preliminary grading and utilities plans, and building floor plans and elevations.
- Prepare color rendering of schematic design site plan.
- Prepare an Opinion of Probable Construction Cost to the Schematic Design level.
- Review Schematic Design documents during a meeting with the Client and secure approval to proceed.
- Present Schematic Design to BOMA.

Key Task Outcomes:

- Site plan, preliminary grading, and utility plans.
- Floor plan(s).
- Building elevations.
- Site plan rendering.

- Narrative summary of building systems.
- Building code compliance concepts.
- Opinion of Probable Cost.
- BOMA input on Schematic Design.

Task 3 - Design Development Documents

BWSC 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. We will update the Opinion of Probable Cost to the Design Development level, identifying cost variances from the Schematic Level Opinion.

BWSC will submit drawings and related documents describing the Design Development to the Client for review and comment. The BWSC team will meet with the Client at the conclusion of the Design Development Phase to review the proposed design approach, receive comments, and obtain approval to proceed with the subsequent phase of design.

Key Task Outcomes:

- 60% complete site and building plans.
- Outline specifications.
- Updated Opinion of Probable Cost.
- Franklin staff to present DD package to BOMA and obtain resolution authorizing final design and construction.

Task 4 - Construction Documents

BWSC 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. The Construction Documents will include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the project. BWSC will compile the technical specifications, update the Opinion of Probable Cost to Construction Document level, and identify any cost variances from the Design Development Level Opinion.

We will submit the final Construction Documents to the Client 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 specifications for bidding and construction. We will submit plans to the DRT and make a presentation to the Franklin Municipal Planning Commission.

Key Task Outcomes:

- 100% complete sealed plans and specifications issued for bidding and construction.
- Final updated Opinion of Probable Cost.
- FMPC approval of plans.

Task 5 - Bidding Services

BWSC will assist the Client with the following bidding services:

- Write an invitation for bids and in preparation of a bid form.
- Attend a pre-bid meeting.
- Answer bidder questions during the bid period.
- Attend bid opening, review the bids, and make a recommendation of award of the construction contract.

Task 6 – Work as Authorized by City Staff

- Provide geotechnical investigation (up to 10 borings coordinated with Master Planning contract).
- Attend up to 6 formal meetings (public meetings, BOMA, etc.). Fee assumes three meetings will be attended by the Parks Subject Matter Expert, Client Services Lead and Technical Lead; three would be attended only by the Client Services Lead and Technical Lead.

The following provides the specific scope for the various disciplines required for the project.

Civil Engineering Services

Schematic Design:

- Develop site plan in coordination with the approved master plan (**Exhibit A**) including Point of Vehicular Access, Point of Minor Trail Locations, Preliminary Parking Layout, Sidewalk Location(s) and Widths, At Grade Trail around Robinson Lake, and Park Architectural Features.
- Prepare a schematic level grading plan to assist in the establishment of FFE for planned park buildings. Note some floor elevations (public toilet facility) are required to be located 1'-0" above the established 100-year flood plain elevation.
- Provide preliminary water quality elements sized and located appropriate for the planned park improvements. It is BWSC's understanding that the existing detention and bio-retention areas depicted on **Exhibit A** have been designed for the Lockwood Glen development located directly across and on the east side of Carothers Parkway. It is also our understanding these areas have been sized adequately for their intended purpose.
- Provide a preliminary utility layout, including water and sewer. Gas, electric, and communications will be coordinated with other related disciplines.

Design Development:

- Update site, grading, and utility plans based on comments received from the Client. Assumes one update based on the Schematic Design meetings (30% review) with City staff.
- Based on exterior site constraints, provide general location of tie-in points, sizes, and inverts for water, sewer, and storm.
- Provide location of water meter, irrigation meter, and backflow preventers.
- Finalize Building FFEs.
- Perform cut/fill analysis for improvements in the 100-year floodplain.
- Coordinate location of gas and electric utilities. Stormwater management will be developed further including proposed pipe and surface conveyances, typical ditch sections, grading showing the final planned elevations, and details of stormwater collection, detention, and conveyance including water quality features.

Construction Documents:

- Update site, grading, and utility plans based on comments received from the Client. Assumes one update based on the Design Development (60% review) meetings with City staff.

- Prepare construction documents including Cover Sheet; Existing Conditions/Site Demolition Plan; Dimensioned Site Layout Plan (drive access, surface parking lot(s), sidewalk and trails, building location(s), and location of coordinated accessory facilities); Grading and Drainage Plan (existing and final contour elevations at 2' interval maximum, building FFEs, spot elevations as necessary to convey intent, and stormwater management depicting surface conveyance, pipe network, detention and water quality features); Site Utility Plan; Erosion, Sediment, and Pollution Control Plans; Civil Details; and Civil Specifications.
- Prepare calculations including site data calculation for Planning Commission, storm drainage calculations, water quality calculations, cut/fill calculations for improvements in 100-year floodplain, and a stormwater dedication of easement and long-term maintenance plan if required by the City of Franklin.

Permitting:

- Submit plans to City of Franklin Planning Commission for approval.
- Submit plans to City of Franklin Engineering Department for grading permit.
- Revise minor agency comments and resubmit.
- Assist client in Civil-related building permit sign-offs for agencies. Assumes one round of permit sign-offs.
- Prepare a Notice of Intent (NOI) and Stormwater Pollution Prevention Plans (SWPPP) and submit to Tennessee Department of Environment and Conservation (TDEC).
- Prepare and submit general ARAP permit(s) to TDEC for impacts to jurisdictional features defined in Natural Resource Evaluation (NRA).
- Prepare and submit Nationwide 404 permit to USACE for impacts to jurisdictional features defined in Natural Resource Evaluation (NRA).

Landscape Architectural Services

Provide landscape architectural design for the proposed development. Services are to include the overall project design focusing on hardscape design, irrigation design, planting design, tree preservation and other associated design features.

Hardscape Design:

- Provide professional landscape architectural design services illustrating the proposed hardscape features for the Phase 1 project area. Services include design conceptualization/layout of park features/amenities and trail route. Proposed features focus on park entry features, pedestrian circulation paths and path around the lake, picnic and observation shelter locations, formal event space, floating canoe/kayak and fishing docks, boardwalk, fencing, and overall project design and coordination.
- Plans will illustrate material type and finishes, dimensions and layout including center line horizontal and vertical geometry, spot elevations and slopes, drainage inlets, and catch basins, as well as notes, details, and sections. Specifications for noted items will be included in the project manual.

Planting Design:

- Provide professional landscape architectural design services illustrating the proposed planting design for the areas immediately adjacent to the proposed improvements and other areas as permitted by the budget. Plans will be drawn to a known scale and will illustrate plant location, plant type, plant name, plant size, notes, details, and quantities with specifications for noted items included in the project manual.

Irrigation Design:

- Provide professional landscape architectural design services illustrating the proposed irrigation design for the landscape improvements as allowed by the budget in the areas designated. Plans will be drawn to a known

scale and will illustrate sprinkler head locations, types, and arcs and radius; electrical control valve locations, types, size, and flow; mainline and lateral pipe locations, types, and sizes; control wire locations, types, and sizes; sleeve locations, types, and sizes; controller location(s), type, and size; moisture or climate sensor type and locations; component schedules; details for the installation of irrigation system products; accommodation for future Phase 2 development; and notes specific to the project with specifications for noted items included in the project manual. Irrigation source is assumed to be the existing lake with potable water as a backup; pump station design is included.

Tree Preservation Plan:

Provide a tree preservation plan in accordance with the City of Franklin requirements.

Architectural Services

Provide contract documents for a new rustic, open air pavilion with restrooms and a fireplace for approximately 100 occupants. It is assumed that a portion of the pavilion deck will extend over Robinson Lake. The architectural scope includes:

- Pavilion floor plans, roof plan, 2 exterior elevations, and 1 pavilion section.
- Life safety data.
- Fireplace concept.
- Pavilion deck plan.
- Limited restroom details, door and partition schedule.
- Specifications. Note the pavilion and fireplace will be concept design with performance specifications for delegated detail design by the contractor.
- Submittals representing a 30%, 60%, 90%, and final IFC document package.

Structural Engineering Services

Provide structural engineering services to include the following:

- Foundation plan for the pavilion.
- Pavilion slab plan and floor framing plan for deck extension over the lake.
- Slab plan will include a thickened slab for the fireplace support. The contractor will coordinate that and determine final design requirements based on their selected fireplace design submittal.
- Specifications. Structural performance specifications will be provided for the pavilion roof and framing systems, deck railing systems, and fireplace structural requirements as they will be a delegated design element.

Electrical Engineering Services

- The electrical service is anticipated to be adjacent to the site and via transmission.
- Coordinate with the City of Franklin and lighting vendors for a preferred lighting fixture package that includes parking, roadway, paved trail, pavilion, dock, and field light fixtures.
- Provide project locations for underground conduits beneath paved areas for future use.
- Provide design for low level hardscape (trail) lighting and lighting along dock edges.
- Provide design of lighting per IESNA and COF requirements for the lighting of park paved parking area and access road/drive.

- Provide design of lighting in the Event Pavilion per IESNA requirements. Include area lighting for the immediate surrounding area.
- Provide power design for the Event Pavilion for mechanical equipment and general use receptacles.
- Provide power design for a central irrigation system.

Mechanical Engineering Services

Provide mechanical engineering services for the pavilion and restroom including the following:

- Sanitary waste and vent.
- Domestic hot and cold water.
- Natural gas service and distribution piping.
- Restroom ventilation and heating.
- Utilities to 5'-0" outside of facility.

Project Assumptions

- Scope of the project is as shown on a master plan for the site prepared by the Edge Group (**Exhibit A**).
- BWSC assumes the floodway will not be impacted and a no-rise will not be required.
- Scope does not include permit fees; any fees required for state and federal permits will be reimbursable.
- BWSC assumes the jurisdictional determination outlined in the Natural Resource Elevation Scope of Service has been completed with recommendations for general and/or nationwide permitting. No individual permits or mitigation are included in scope.
- Submittal fees and printing requested by owner or architect are not included in the price. Printing for the internal preparation of plans and standard sets for permitting are included.
- On-site utility main relocations are not required, and no off-site utility main extensions or relocations are required, unless specified in the scope.
- Site plan changes after Design Development will be at an additional fee.
- City of Franklin Standard Details are to be used where applicable.
- Assumes a consolidation plat has already been completed or is not required.
- Assumes project is not to be LEED certified.
- Analysis, determination of need, or design of pump stations, foundation drains, or other groundwater design elements are not included in price, unless specified in the scope.
- Assumes timely receipt of critical project information from the Client.
- Fee does not include any work not specified in the above Scope of Services. Additional services may be added to the Scope of Work based on mutual agreement and equitable adjustment in fee.
- Fee is based on preparing package one time for permit. Additional changes to the plans after design development approval or field changes will be negotiated at an hourly rate if required.
- The pavilion heavy timber will be a delegated service with engineering being provided by the heavy timber provider.
- The project will be designed per local, state and federal regulations and requirements.



Additional Services

BWSC is available to provide additional services as requested by the Client:

- Design revisions requested by those outside the project team and stakeholders beyond the Schematic Design phase.
- Revisions to plans to incorporate text revisions issued by bid document addenda.
- Preparation of multiple, separate construction contract packages.
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction including soil conditions and environmental issues.
- Development of perspective drawings.
- Renderings or models of the project for Owner's use other than those identified in the scope.
- Construction administrative services outside the defined scope herein.
- Design efforts in obtaining variances, waivers, or other items from local governments or building officials.
- Record drawings of the project after construction is complete.

PROPOSED COMPENSATION

BWSC proposes to complete the above outlined Scope of Services for an hourly basis for amounts not to exceed the following:

Phase I Construction Plans (Lockwood Parcel)

Boundary and Topographic Survey	\$45,784
Natural Resources Evaluation	\$7,000
Construction Documents	\$224,078
Permitting	\$15,862
Bidding	\$2,934
Total Fee for Lockwood Parcel	\$295,658

Fee Allowances

The following are fee allowances that can be subsequently authorized by the City staff.

Geotechnical Investigation	\$4,300
6 Additional Formal Meetings	\$10,200 (3 at \$2,200 and 3 at \$1,200)

We estimate that we will produce 70 drawing sheets for the Construction Documents for the Lockwood Parcel (8 Architectural, 4 Structural, 4 Mechanical, 13 Electrical, 16 Civil, and 25 Landscape Architectural)

A summary of the proposed budget by task can be seen in **Table 1** that follows.

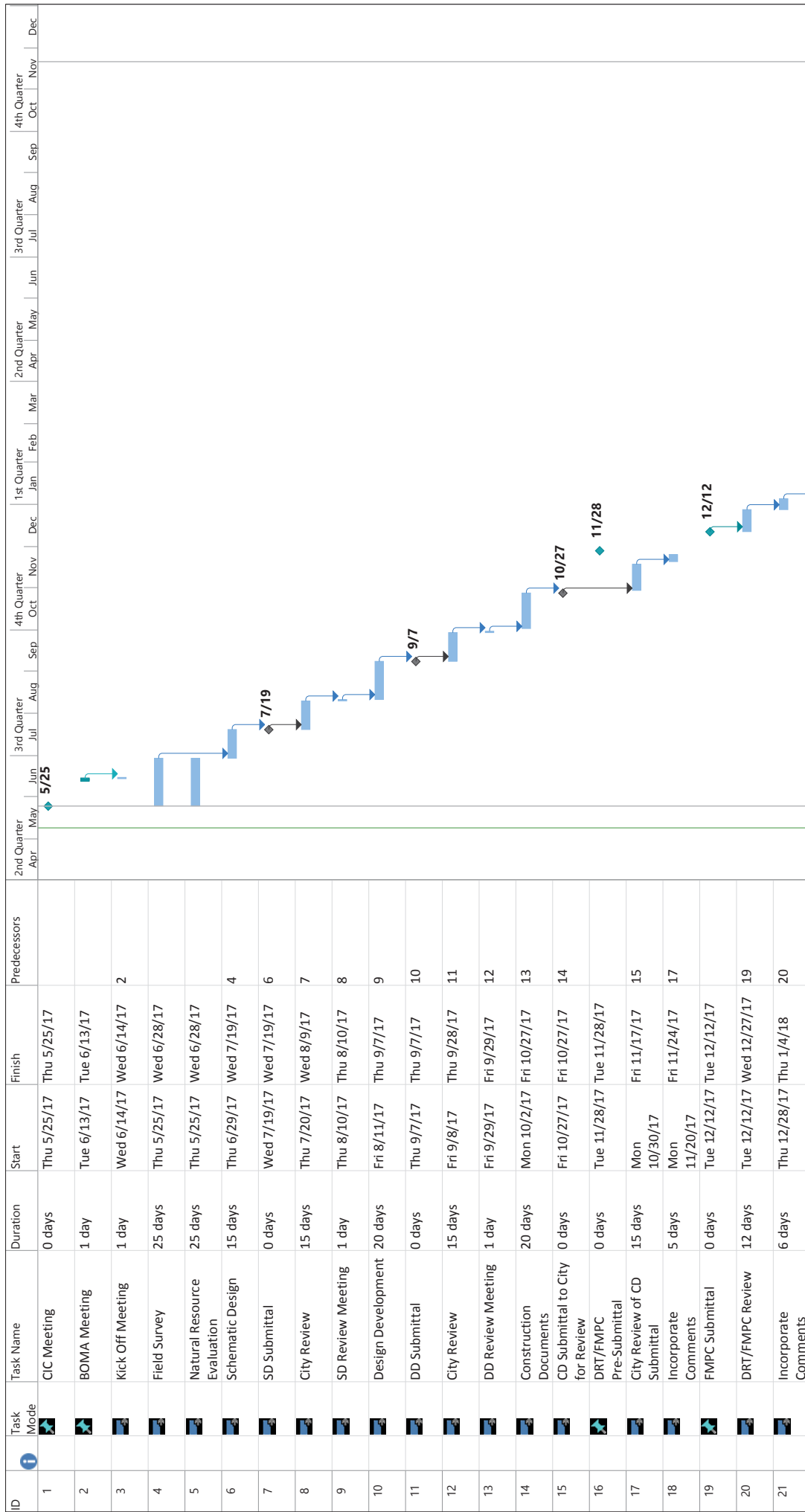


Table 1
Summary of Budget by Task
Southeast Municipal Park Master Lockwood Parcel Survey and Construction Documents

	Task Number	1	2	3	4	5	
		Natural Resource Evaluation	Survey	Construction Documents	Permitting	Bidding	Total Hours
LABOR	Rate						
Principal	\$247		2	16	1		19
Client Service Lead	\$244			6			6
Park Subject Matter Expert	\$241			28			28
Project Manager	\$146		8	61			69
Administrative	\$81		2	16	4		22
Sr. Landscape Architect	\$153			153			153
Landscape Architect	\$124			4			4
Landscape Architect Intern	\$75			499			499
Senior Civil Engineer	\$163			114	17	18	149
Jr Civil Engineer	\$150			183	28		211
EIT Civil Engineer	\$104			210	80		290
Survey (PM)	\$165		6				6
Registered Land Surveyor	\$120		62				62
Survey CADD Tech	\$85		66				66
Survey Field Crew (2 man crew; actual manhours are 2x shown)	\$155		192				192
Facilities Dept. Manager	\$175			8			8
Facilities Sr. Architect	\$155			50			50
Facilities Architect	\$130			60			60
Facilities Sr Engineer	\$155			26			26
Facilities Engineer	\$130			120			120
Facilities Designer	\$95			325			325
Facilities Admin	\$65			14			14
Natural Resource Scientist	\$88	80					80
TOTAL HOURS		80	338	1893	130	18	2459
TOTAL DOLLARS		\$7,000	\$45,624	\$219,933	\$15,862	\$2,934	\$291,353
OTHER DIRECT COSTS							
Printing, mileage, etc.			\$160	\$1,500			\$1,660
Other				\$0			\$0
Total ODC Plus 0% Markup			\$160	\$1,500			\$1,660
OUTSIDE PROFESSIONALS							
Clark Irrigation				\$2,645			\$2,645
Subtotal OP's With 0% Markup				\$2,645			\$2,645
TOTALS		\$7,000	\$45,784	\$224,078	\$15,862	\$2,934	\$295,658

SCHEDULE

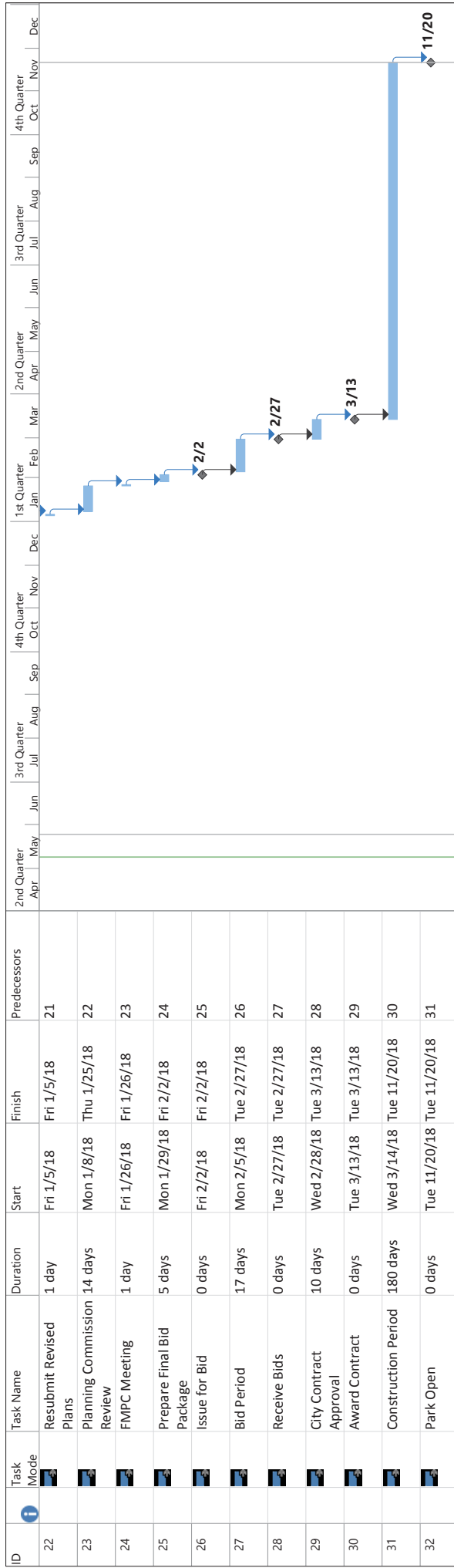
Attached is the proposed schedule for the construction documents for the Lockwood parcel. The schedule shows the construction plans to be complete in early December 2017 with approval from the FMPC to follow in late January 2018; construction beginning in March 2018 and completed in November 2018. The construction schedule is aggressive but we understand that there is some urgency in getting the park open.



Project: Lockwood Tract Park Sc
Date: Tue 5/9/17

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond
- Summary: Thick blue bar
- Project Summary: Thin blue bar
- Inactive Task: Light blue bar
- Inactive Milestone: Light blue diamond
- Inactive Summary: Light blue bar
- Manual Task: Solid teal bar
- Duration-only: Dotted teal bar
- Manual Summary Rollup: Thick teal bar
- Manual Summary: Thin teal bar
- Start-only: Solid teal bar
- Finish-only: Dotted teal bar
- External Tasks: Solid grey bar
- External Milestone: Grey diamond
- Deadline: Green arrow
- Progress: Blue bar with arrow
- Manual Progress: Teal bar with arrow



Project: Lockwood Tract Park Sc
Date: Tue 5/9/17

- Task
- Split
- Milestone
- Summary
- Project Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- External Tasks
- External Milestone
- Deadline
- Progress
- Manual Progress

EXHIBIT A



FINAL MASTER PLAN

NOVEMBER 01, 2016