

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0376**

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

BICENTENNIAL PARK

1. **SCOPE OF SERVICES.** Consultant shall provide engineering 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 **FOUR HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$439,500.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2020.

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. The City shall retain an ownership and property interest therein whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the

Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



March 4, 2020
File No. 35968-01

Ms. Shahad Abdulrahman
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

**RE: BICENTENNIAL PARK – PHASES 1 & 2
DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS - REV 2**

Dear Ms. Abdulrahman:

Barge Design Solutions, Inc. (Barge) encloses the details of our revised proposal based on comments received at the previous work session. Attachment A for the Design Development and Construction Documents of the Bicentennial Park Phases 1 and 2 has been revised.

Based on our review of the City's comments, the only comments that impacted cost were the following:

1. The addition of a turnaround at the east end of North Margin Street.
2. Added Alternate #2 which includes the option to permanently pave the Phase 2 parking area in lieu of using reinforced turf. Barge will provide two sets of construction drawings for the Phase 2 parking area. One set will include plans for a reinforced turf parking area. The second set will include plans for a permanently paved parking area with required lighting, storm sewer, curb, and landscaping.

If we have not fully addressed your project requirements, or if you have questions regarding the proposal, please advise me immediately by calling (615) 252-4329.

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

Sincerely,
Barge Design Solutions, Inc.

A handwritten signature in blue ink that reads "Adrian Ward".

Adrian Ward
Manager

Enclosures

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

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The scope of work is presented in the following elements.

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

I. Project Description

The Bicentennial Park Improvements project is located in the City of Franklin between 3rd Avenue, North Margin Street, and the Harpeth River and consists of approximately 10 acres. The project includes proposed design improvements of the existing pavilion structure, development of the park, and general upgrades to establish a new event space for the City. The intent and purpose of this park is to serve multiple uses by the City of Franklin Parks Department, including entertainment and other types of venues, as well as to serve as a park for the general community. Barge completed the schematic design of the park in January 2017. The Schematic Site Plan can be seen in Attachment B. This scope of work includes the preparation of the design development and construction documents necessary for construction of the park.

The park will be designed in two phases in one set of bid documents, with Phase 2 being bid as an add Alternate #1. The phases are separated by an existing drainage swale that runs north to south, splitting the site into two areas. Phase 1 (approximately 6.2 acres) includes the majority of the proposed elements located to the west of the swale; and Phase 2 - Alternate #1 (approximately 3.5 acres) includes the future reinforced turf parking area located to the east of the swale, the pedestrian bridge over the swale, and the extension of North Margin Street. Phase 2 – Alternate #2 will include designing the temporary grass parking area as a paved parking area with curb, site lighting, and a storm sewer system. Construction documents will be provided to the City and will include designs for both the reinforced turf parking area alternate and the paved parking area alternate

The approved Schematic Site Plan provides a legend showing the different proposed design elements in Phases 1 and 2 and are numbered sequentially. It should be noted that the City decided to eliminate the park entry/gateway (1) and the park shelter (3) from the project, so they are not included in this scope. Below is a written description of each of the associated major elements, with the element number in parentheses reflected in the Attachment B legend.

Phase 1

Existing Pavilion – The existing pavilion is the centerpiece of the plan. Improvements to the pavilion will include some needed structural repairs, addition of a fire suppression system, painting of the structure, addition of ceiling fans, LED lighting and electrical service for vendors



and performances, minimal railings around the perimeter where needed, ADA ramps on the north end of the pavilion, resurfacing of the concrete floor, and potentially a new roof (will be bid as an alternate). A ramp (15) will be provided on the south end of the building so that service and delivery trucks can access the floor slab. A loading dock is proposed in the northwest corner of the building. The north side of the building will be accessible by tractor trailer in order to allow for access by trucks with fold-down stages for musical performances. Hose bibs will be installed as a water source and for cleaning the pavilion floor.

Entry Gateway and Plaza (2) – The main entry plaza will be at the intersection of 3rd Avenue and North Margin Street. A stone wall and accent piers (22) will extend from the entry along North Margin Street.

Restroom (4) –The restroom will be sized to serve normal daily park use; a concrete pad is provided (21) for portable toilets to serve large events. The restroom building finished floor will be elevated approximately 8' above existing grade to get the floor above the flood elevation. Ramps will provide accessibility to the building.

Interurban Rail (5) – Specialty pavement and interpretive signage is proposed and will identify the route of the Interurban Rail line that ran through the site.

Vertical Elements (6) – A vertical architectural element is proposed on one side of the south end of the pavilion, and a new facing, possibly with the park name, will be added to the south end of the pavilion structure. This element will be connected to the pavilion and will serve both electrical and fire protection needs of the pavilion.

Pedestrian Plaza (7) – A large outdoor gathering space/plaza is proposed on the southeast corner of the building. Proposed along the outer edge of the space are sculptures that interpret the 13 virtues of Benjamin Franklin. The design of the sculptures will be by others.

Trellis (8) – An overhead trellis is proposed on the east side of the pavilion; the space under the trellis will be paved and flush with the pavilion floor, providing an extension of the pavilion space. This will provide a good space for tables and chairs for outdoor dining.

Planters (10) – Raised planters are introduced on the west side of the pavilion to define additional entrances for pedestrian access (9) to the pavilion.

Parking (11) – A parking lot with approximately 56 spaces is located on the west side of the pavilion. This area will be filled such that there will be at-grade access to the pavilion's west side from the parking lot and a constant slope to 3rd Avenue. The paving of the lot will be constructed such that it will be attractive and provide plaza space for outdoor events by closing the parking lot. In addition, two food truck parking spaces with electric and water hookups will be provided.

Stage/Plaza (12) – The stage will be an extension of the pavilion floor and could be used for smaller outdoor performances, with spectators sitting on the outdoor lawn event space (25). A series of steps down from the stage (13) will provide seating for events that will be held on the outdoor event lawn space.



Bus Parking (23) – Three bus parking spaces will be provided along 3rd Avenue to accommodate tour and other buses visiting the park or the downtown area.

Greenway Connector (24) – A new multiuse path will run along North Margin Street and tie into the existing greenway along the Harpeth River.

Outdoor Lawn Event Space (25) – This open lawn area can be used for seating for performances on the stage/plaza (12) or the location of a tent for very large gatherings in the park. A connecting path will run north through the park, also intersecting with the recently constructed section of the greenway. Space is provided along this path for rotating public art exhibits (30).

North Margin Street - On-street parking, associated storm drainage, curb, COF fiber, and lighting will be provided along the north side of North Margin Street between 2nd and 3rd Avenues.

Phase 2 – Design Add Alternate #1

Dust Collector Gateway Feature (16) – The existing dust collector structure will be repaired/refurbished and will function as an arch entry feature for those entering the park from the parking area to the east (20). It will also provide a sculptural element to the users of the park and pavilion.

Bridge (17) – A pedestrian bridge will be added to provide access across the existing drainage way with proposed water quality features. An entry plaza (18) will be added on the east side of the bridge.

Reinforced Turf Parking/Open Play Space (20) – This area of reinforced turf will provide parking for approximately 197 vehicles only during special events (could not be used for daily parking as the grass will not survive). The turf (grass) will have a reinforcing mat under the grass that will allow for problem-free parking even in wet weather. The reinforcing mat will not be visible once the grass grows through it. The area could be used for informal play (frisbee, kite-flying, pickup soccer games, etc.) when not being used for parking. This area of the park was an old city dump site, and the waste material is very close to the surface in many places. A layer of soil/waste will be removed to provide for a smooth and safe surface, with topsoil imported as the root zone for the turf. The area will be irrigated (as will all landscaped or grassed areas within the park).

North Margin Street - An asphalt walk exists east of 2nd Avenue that was constructed to City street standards. The existing curb and gutter located on the south side of the walk will remain as the southern edge of asphalt. The existing walk will be rebuilt to the north, using the City's street standards to match the width of North Margin Street and construct an extension to the Harpeth River between 2nd Avenue and 1st Avenue and provide a turnaround at the east end of the extension. The existing base stone for the walk will remain to serve as base for the street extension. On-street parking and storm drainage will be provided along the north side of the North Margin Street extension.



Phase 2 – Design Add Alternate #2

In lieu of reinforced grass turf, the parking area will be designed as a paved parking area, more specifically as follows:

Paved Parking (20) – This area will provide paved parking for approximately 197 vehicles. The area will contain curbed, landscaped islands and paved parking spots. A storm sewer design will be prepared that drains runoff to a proposed bioretention area between Phase 1 and Phase 2. Site lighting will be designed to COF lighting standards, and the proposed pavement is to be light duty. The proposed bioretention area will be modified to account for the stormwater treatment volume leaving the paved parking area.

II. Scope of Services

Barge Design Solutions, Inc., proposes the following Scope of Services for Phase 1.

Civil – Phase 1

Provide civil design development and construction document services based on the previously completed schematic design park improvements and the Soil Management Plan dated May 25, 2016. Services are to include the overall project design focusing upon grading and drainage of the site and parking areas. An erosion control design will be performed to meet TDEC's requirements. Water and sanitary sewer services will be provided into the site, including meters and backflow preventors. The roadway extension of South Margin Street between 2nd and 3rd Avenues will be designed with on-street parking, storm drainage, lighting, and curb and gutter. The 10" water main will be extended from 2nd to 3rd Avenue and street lighting will be designed per COF streetscape standards.

An existing swale will be converted to a bioretention area to treat runoff from the park site as well as runoff from the Harpeth Square development. Design of the bioretention area will be by others.

A. Design Development

1. Update site layout and grading design. Assumes one (1) update.
2. Site utility design (water, sanitary sewer, gas, and electric). COF will assist with the coordination of utilities.
3. Coordinate the location of gas. The actual design will be provided by others.
4. Revise No-Rise analysis due to any grading changes
5. Attend one (1) meeting to review design development drawings and confirm approach.

B. Construction Documents

1. Prepare construction documents.
 - a. Cover sheet
 - b. Existing conditions
 - c. Site demolition plan
 - d. Civil site layout plan
 - e. Grading and drainage plan
 - f. Erosion control plans
 - g. Site utility plan



- h. Roadway plan/profile
- i. Civil details
2. Prepare calculations.
 - a. Storm drainage/detention calculations
 - b. Water quality/LID calculations
3. Prepare a long-term maintenance plan.
4. Prepare technical specifications. COF and TDOT specifications will be used wherever possible.
5. Prepare a Notice of Intent and Stormwater Pollution Prevention Plan (SWPPP).
6. Attend one (1) meeting to review drawings.
7. Submit permit packages to relevant agencies and address comments. Attend required meetings to walk the project through the Development Review Team (DRT) process. Assume three (3) meetings. Following approval, make submittals for permits.

Landscape Architectural Design – Phase 1

Provide landscape architectural design development and construction document services for the proposed schematic design park improvements. Services are to include the overall project design focusing upon pedestrian circulation, hardscape design, planting design, irrigation design, site wayfinding signage, and site furnishings.

- A. Hardscape Design: Barge will provide design services illustrating all proposed hardscape features for the project area. Services are to include the following.
 1. Park entry walls and accent piers
 2. Pedestrian entry, plaza areas, and spaces
 3. Pedestrian pathways, ramps, steps, and railings
 4. Raised planters and seating walls
 5. Amenity areas
 6. Accent paving for public art/sculptures depicted on the master plan
 7. Special event stage seating area
 8. Design coordination related to trellis, stage covering, and building entry features
 9. Specialty pavement
 10. Plans will illustrate the following:
 - a. Material type and finishes
 - b. Dimensions and layout
 - c. Spot elevations and slopes
 - d. Notes and details
- B. Planting Design: Barge will provide landscape architectural design services illustrating the proposed planting design for the project as permitted by the budget. A site landscape plan will be developed. Barge will provide the appropriate technical specifications to perform the construction work. Plans will illustrate the following items:
 1. Plant location
 2. Plant type
 3. Plant name (scientific and common)
 4. Plant size
 5. Notes
 6. Details
 7. Quantity
- C. Irrigation Design: Barge will provide project design services illustrating the proposed irrigation design for the facility. The areas to be irrigated will be limited to proposed landscape



**Attachment A – Scope of Work
Bicentennial Park – Phases 1 & 2
City of Franklin, TN
March 4, 2020**

beds and natural turf areas. Plans will be drawn to a known scale and will illustrate the following:

1. Point of connection to the existing irrigation controller at Point Park in the Water Tower.
 2. Controller location
 3. Main line size and routing
 4. Valve size, type, and location
 5. Lateral line size and routing
 6. Irrigation head, type, and location
 7. Quick coupler location
 8. Notes and details
- D. Park Signage: Barge will provide layout information, details, and technical specifications for pedestrian park signage that will graphically depict a map of park amenities, park rules, regulations, and contact information. Signage will be developed utilizing standard City of Franklin Parks Department graphics provided by Client. Interpretive signage related to the history of the site and surrounding area can be provided as an additional service to this contract if desired, but it is not currently included in this proposal.
- E. Site Furnishings: Barge will coordinate with Client in the selection of site furnishings and provide layout information and technical specifications for the following site furnishings:
1. Benches
 2. Trash receptacles
 3. Bollards
 4. Planters
 5. Tables and chairs

Architectural – Phase 1

Architectural design includes design development and construction document drawings for existing pavilion upgrades, an elevated electrical/fire riser room feature on the corner of the pavilion, and new restrooms. Design elements are based on the Final Schematic Design Submittal, dated January 27, 2017. Anticipated drawings and details are as follows:

- A. Design Development
 1. Floor plans
 2. Roof plans
 3. Exterior elevations
 4. Building sections
 5. Specifications outline
- B. Construction Documents
 1. Details
 2. Door and window schedule and details
 3. Finish schedule
 4. Specifications
- C. Perform ADA compliance review of the pavilion and identify modifications as needed.
- D. Conduct an update review of the current building life safety codes analysis and prepare life safety plan identifying required exits, travel distance, and other factors that impact the life safety of the occupants.
- E. Identify needed pavilion gutter system and downspouts at interior roof valley and exterior edges.
- F. If needed, select and detail pavilion perimeter pedestrian railing and gate system.



**Attachment A – Scope of Work
Bicentennial Park – Phases 1 & 2
City of Franklin, TN
March 4, 2020**

- G. Conduct programming session with Client and jointly identify/determine space needs, “image” of facility, and construction budget.
- H. Prepare restroom building and sprinkler riser/electrical room floor plans, elevations, and construction details.
- I. Prepare initial material, color, and finish selections.

Structural – Phase 1

- A. Pavilion Modifications: Provide construction documents detailing modifications and repairs necessary to resist loads in accordance with the building code and proposed usage. A previous study and analysis which was used to determine the extent of repairs will need to be revisited due to code changes that have occurred over time. Repairs and modifications include:
 - 1. Replacement of missing vertical x-bracing along the east and west sides of the structure
 - 2. Replacement of missing horizontal roof bracing
 - 3. Replacement of missing bracing angles at roof beams
 - 4. New endwall columns at the southeast face of the pavilion
 - 5. New eave members or additional structure to support new gutters
 - 6. Miscellaneous framing to support new interior gutter
 - 7. Design of miscellaneous framing to support proposed fans or electrical equipment
- B. Structural design of new CMU enclosures for elevated MPE/fire protection equipment
- C. Repair details as needed to address concrete slab defects and repair areas removed for installation or repair of internal roof drainage system
- D. Design of foundations, walls, and roof systems for the new restroom building
- E. Miscellaneous structural design support to address perimeter guardrail anchorage, trellis structures, entrance structure, retaining walls

Mechanical – Phase 1

- A. Mechanical Demolition
 - 1. The existing internal storm drain system needs repair. Within the pavilion, the rain leader piping from the internal gutter to the underground storm drain is disconnected. As part of the demolition work, the existing drain piping will be removed and replaced. The condition of the underslab drains is unknown.
- B. New Work – General
 - 1. Pavilion: The mechanical and plumbing systems serving the pavilion are as follows:
 - a. High-volume, low-speed (HVLS) ceiling fans, similar to “Big Ass Fans” manufacturer, to improve comfort and provide air circulation within the pavilion; ceiling fans will be provided. The intent is to provide six (6) HVLS fans installed in alternating bays of the pavilion.
 - b. Potable water piping will be routed throughout the pavilion to hose bibbs. The intent is to provide six (6) hose bibbs in alternating bays of the pavilion. Due to the potential exposure to freezing conditions in the pavilion, the domestic water piping will be insulated and heat traced throughout.
 - 2. Restroom facility: The mechanical and plumbing systems serving the restroom facility are as follows:
 - a. A potable water service entrance will be located within the restroom building. A means of backflow prevention is to be provided.



- b. Domestic hot and cold water is to be supplied to permanent plumbing fixtures within the facility. A domestic hot water heater will be provided.
- c. The restroom facility will be provided with heating and ventilation systems to maintain temperatures above freezing during winter conditions and general ventilation air via exhaust fan in summer conditions.

Electrical – Phase 1

Design includes site electrical and lighting, existing pavilion, restroom buildings, roadway, parking lot, and hardscape areas. In addition to following NEC code requirements, the electrical design shall follow the City of Franklin specifications. The design shall include a submittal to the City of Franklin Design Review Committee for approval.

A. Site Electrical

- 1. Power distribution shall be included in the design to the existing pavilion, restroom building, and other areas for the parking area and hardscape features. Underground primary conduit and transformer pads shall be included in the design per MTEMC standards.
- 2. Power shall be provided for site features included in the design, such as irrigation controllers, bike-share station, food trucks, and lighting.

B. Existing Pavilion

- 1. A new 800-amp, 120/208V electrical service shall be installed at the existing pavilion. This electrical service will provide power to the pavilion, parking lot lighting, stage, restroom building, and other areas on site. The electrical equipment shall be installed in an elevated electrical room located in the vertical element (6) noted above. This electrical service shall be utilized to provide a 400-amp feeder to a panel, with connections to a trailered stage entertainment venue.
- 2. The existing pavilion shall include general convenience receptacles, lighting, and electrical connections to mechanical equipment.

C. Hardscape Lighting

- 1. Lighting included in the design shall be LED lighting and shall meet COF specifications. Lighting along pathways shall be pole-mounted light fixtures or bollards. Bollards shall match the existing Valencia fixtures utilized by COF.
- 2. The hardscape lighting shall include:
 - a. Floodlights for stone wall
 - b. Banner/Flagpole lighting
 - c. Greenway

E. Roadway and Parking Lot Lighting

- 1. Lighting included in the design shall be LED lighting and shall meet COF specifications. Lighting shall be designed along North Margin Street to match the existing 3rd Avenue fixtures and meet COF streetscape standards. A new lighting control center shall be installed to power the roadway lighting.
- 2. Lighting shall be designed for the parking lot area. The lighting shall be controlled by a separate lighting control panel and photocell.
- 3. Lighting calculations shall be provided for the new park roadway and parking lot.

F. Restroom Building

- 1. The electrical design for the restroom building includes power, lighting, and a systems plan.



**Attachment A – Scope of Work
Bicentennial Park – Phases 1 & 2
City of Franklin, TN
March 4, 2020**

2. Grounding shall be included in the power plan.
- G. Site Communications
 1. Communications shall include one (1) 4" and one (1) 3" conduit from the pavilion to a point at the main roadway specified by the COF. The 3" conduit will serve COF fiber.
 2. Conduit shall be included for rough-in from the pavilion to the restroom building.
 3. A conduit size and route will be shown to replace the impacted COF fiber.

Fire Protection – Phase 1

- A. General
 1. A fire hydrant flow test was performed on November 10, 2016, with the City of Franklin and the results supplied to BWSC (now Barge Design Solutions, Inc.). Preliminary hydraulic calculations were performed using data from the hydrant flow test.
 2. Design criteria established during schematic design
 - a. Dry system throughout pavilion
 - b. Ordinary hazard
 - c. 0.15 GPM/SF
 - d. 3900-SF design area
 - e. 250 hose allowance
 - f. Assumed maximum allowable head spacing of 225 SF coverage area
 - g. K-factor assumed to be 5.6
 3. The preliminary hydraulic calculations were used to evaluate whether adequate pressure and flow is available to the site to eliminate the need for a fire pump. Using the calculations procedures of NFPA 13 2013, the results indicate that the existing service is adequate to protect the facility.
 4. The intent is to install a dry pipe sprinkler system throughout the pavilion. The dry pipe sprinkler riser will be installed in the vertical element (6) and be elevated to protect it from flooding.

Barge Design Solutions, Inc., proposes the following Scope of Services for Phase 2 - Design Add Alternate 1.

Civil – Phase 2 Add Alternates #1 and #2

- A. Design Development
 1. Update site layout and grading design. Assumes one (1) update.
 2. Attend one (1) meeting to review design development drawings and confirm approach.
- B. Construction Documents that include both alternates: the reinforced turf parking area and the paved parking area.
 1. Prepare construction documents.
 - a. Cover sheet
 - b. Existing conditions
 - c. Site demolition plan
 - d. Civil site layout plan
 - e. Grading and drainage plan
 - f. Erosion control plans



**Attachment A – Scope of Work
Bicentennial Park – Phases 1 & 2
City of Franklin, TN
March 4, 2020**

- g. Roadway plan/profile for Margin Street between 1st and 2nd Avenues
- h. Civil details
2. Prepare calculations.
 - a. Storm drainage
 - b. Water quality calculations for modifications for the proposed bioretention area to account for the additional treatment volume generated by the paved parking area only (Phase 2 Add Alternate #2)
3. Prepare project manual and technical specifications. COF and TDOT specifications will be used wherever possible.
4. Prepare a Notice of Intent and Stormwater Pollution Prevention Plan (SWPPP) if the project is not done at the same time Phase 1 is submitted.
5. Attend one (1) meeting to review drawings.
6. Submit permit packages to relevant agencies and address comments. Following approval, make submittals for permits.

Landscape Architectural Design – Phase 2 Add Alternates #1 and #2

Provide landscape architectural design development and construction document services for the proposed Phase 2 park improvements. Services are to include the overall project design focusing upon planting design. Landscape design will include notes, details, and specifications related to reinforced turf to be utilized for the proposed overflow parking.

- A. Planting Design: Barge will provide landscape architectural design services illustrating the proposed planting design for the project as permitted by the budget. A site landscape plan will be developed. Barge will provide the appropriate technical specifications to perform the construction work. Plans will illustrate the following items:
 1. Plant location
 2. Plant type
 3. Plant name (scientific and common)
 4. Plant size
 5. Notes
 6. Details

Structural – Phase 2

- A. Structural analysis and repair details for Existing Dust Collector Structure, which will be used as a park feature.
- B. Pedestrian bridge coordinated with COF and designed by others.

Electrical – Phase 2 Add Alternate #1

- A. Hardscape Lighting
 1. Lighting included in the design shall be LED lighting and shall meet COF specifications. Lighting along pathways shall be pole-mounted light fixtures or bollards. Bollards shall match the existing Valencia fixtures utilized by COF.
 2. The hardscape lighting shall include:
 - a. Dust collector entry feature lighting
 - b. Greenway
- B. Roadway Lighting



1. Lighting included in the design shall be LED lighting and shall meet COF specifications. Lighting shall be designed along North Margin Street between 2nd and 1st Avenues to match the existing 3rd Avenue fixtures.
2. Lighting calculations shall be provided.

Electrical – Phase 2 Add Alternate #2

- A. Hardscape Lighting
 1. Lighting included in the design shall be LED lighting and shall meet COF specifications. Lighting along pathways shall be pole-mounted light fixtures or bollards. Bollards shall match the existing Valencia fixtures utilized by COF.
 2. The hardscape lighting shall include:
 - a. Dust collector entry feature lighting
 - b. Greenway
- B. Roadway Lighting
 1. Lighting included in the design shall be LED lighting and shall meet COF specifications. Lighting shall be designed along North Margin Street between 2nd and 1st Avenues to match the existing 3rd Avenue fixtures.
 2. Lighting calculations shall be provided.
- C. Paved Parking Lighting
 1. Lighting included in the design shall be LED lighting and shall meet COF specifications.
 2. Lighting calculations will be provided.

III. Project Understanding, Assumptions, and Exclusions

- A. Barge will provide two sets of construction drawings for the Phase 2 parking area. One set will include plans for a reinforced turf parking area. The second set will include plans for a permanently paved parking area with required lighting, storm sewer, curb, and landscaping.
- B. Barge will have access to the site and adjoining areas, as required.
- C. Construction budget is assumed to be \$5.42 million for Phase 1 and \$2.89 million for Phase 2 – Add Alternate #1 based on the OPCC completed by Barge during the schematic design phase, with a 12% increase added to reflect the current market (the initial report was issued January 27, 2017). Barge will strive to work with Client in the refinement of this budget.
- D. Project is to be funded with 100% local funds such that there are no regulatory requirements outside the City that will govern the design and construction process other than those typically required by the State for erosion control, environmental protection, etc.
- E. COF zoning will allow these limited improvements to be made to the existing structure. No additional zoning, codes approvals, or planning approvals will be required beyond the standard City permitting process for this site.
- F. Appropriate sanitary sewer, water, gas, electric, and communication services are available to the site. Adequate water supply and pressure is available to achieve required fire protection flows and pressures without a pump. Adequate sanitary sewer service is available such that no pretreatment or lift station design is required.
- G. Schedule is dependent upon the timely receipt of critical information, such as final site plan, building footprints with utility points of connection, responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in



**Attachment A – Scope of Work
Bicentennial Park – Phases 1 & 2
City of Franklin, TN
March 4, 2020**

- a timely manner that corresponds to the design and construction schedule. If the information is not received in a timely manner, additional design fees or time may be required.
- H. All environmental, property, land acquisition, platting, and zoning issues are assumed to have been resolved, and rezoning or variance applications are not necessary.
 - I. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the contractor or Client. Barge will work with TDEC to identify those requirements and include those in the bid documents.
 - J. Any underground tanks are to be identified by others and are not included in this Scope
 - K. Submittal fees and printing requested by Client or architect are not included in the stated price. Printing for the internal preparation of plans and standard sets for permitting are included. Permit review fees will be reimbursed at cost with no markup. Building permit fees will be waived or paid directly by the City.
 - L. No survey will be required. It is expected that the contractor currently occupying the site will return the site to its original condition.
 - M. No major relocations or design of off-site utilities, unless specified in the scope.
 - N. Site plan changes after design development will be at an additional fee.
 - O. Encroachments and mandatory referrals are not included in fee but can be provided if requested as additional services.
 - P. Assumes project is not to be LEED-certified.
 - Q. Assumes gas, electric, communication, internet, electrical or other underground vaults, grease traps, and communication service to be designed and coordinated by others. Barge plans to depict locations if provided by others in a timely manner.
 - R. Analysis, determination of need, or design of pump stations, foundation drains, or other groundwater design elements are not included in this fee.
 - S. Specifications to be City standard or TDOT specifications and will be referenced on the plans. No separate specifications are included.
 - T. In providing the OPCC, Client understands that Barge has no control over the cost or availability of labor, equipment, materials, over-market conditions, or the contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
 - U. Fee does not include any work not specified in the above scope. Additional services may be added to the scope based on mutual agreement and equitable adjustment in fee.
 - V. The Harpeth Square development currently has an approved design with water quality calculations to install a bioretention area on the park property. The plans and calculations will be provided to Barge at no additional cost. COF will provide the DWGs. Barge will modify as necessary to accommodate any additional water quality volumes generated from the proposed park improvements.
 - W. Lead-based paint is present, and its removal and disposal will be addressed in the bid documents.
 - X. Survey performed by Barge dated May 17, 2016, will be used as the basis for the design.
 - Y. Geotechnical report provided the COF will be used as the basis of this design.

The following excluded services can be provided as an additional service with an appropriate adjustment in fees and schedule.



**Attachment A – Scope of Work
Bicentennial Park – Phases 1 & 2
City of Franklin, TN
March 4, 2020**

- A. Construction phase or additional geotechnical services.
- B. Traffic impact statements or studies.
- C. Additional environmental services beyond what was performed in the schematic phase.
- D. Stormwater volume reduction design and calculations that have not been specifically mentioned in the scope of work.
- E. Right-of-way encroachments or easement abandonments.
- F. LEED design, documentation, and administration.
- G. Boundary surveying, topographic surveys, legal descriptions, construction plats, and construction staking surveys unless noted herein.
- H. Preparation of multiple, separate construction contract packages.
- I. As-built surveys and/or construction record surveys.
- J. Services resulting from significant changes in general scope or character of the project or its design following approval of the Design Development submittal. Additionally, services resulting from changes from differing field conditions discovered during construction (such as, but not limited to, soil or utility conditions).
- K. Record drawing preparation based upon markups prepared by the general contractor.
- L. Development of perspective and/or presentation drawings.
- M. Project presentation/representation services, including compilation of graphics and presentation to outside groups other than Client.
- N. Zoning processing assistance (zoning variance/setback requests, rezoning, etc., or coordination of such work); property acquisition or entitlement changes, unless specified in scope.
- O. Lead-based paint and asbestos testing will be paid for by the contractor.
- P. Sanitary sewer lift station design.
- Q. Wetlands and stream permitting.
- R. Marketing services (web art, color plans, 3D model construction, still photography).
- S. Private utility locator services for existing private utilities that 811 will not locate.

IV. Time of Performance

Barge is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. Attached is a proposed schedule for your review (Attachment C).

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by Client 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 work as described in this agreement.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Project budget.



VI. Deliverables

The following is a list of probable deliverables that will be produced as part of this effort.

- A. PDFs of Design Development plans for review
- B. PDFs of Construction Documents plans and specifications for review
- C. PDFs of permit sets
- D. PDFs of NOI and SWPPP submittal documents

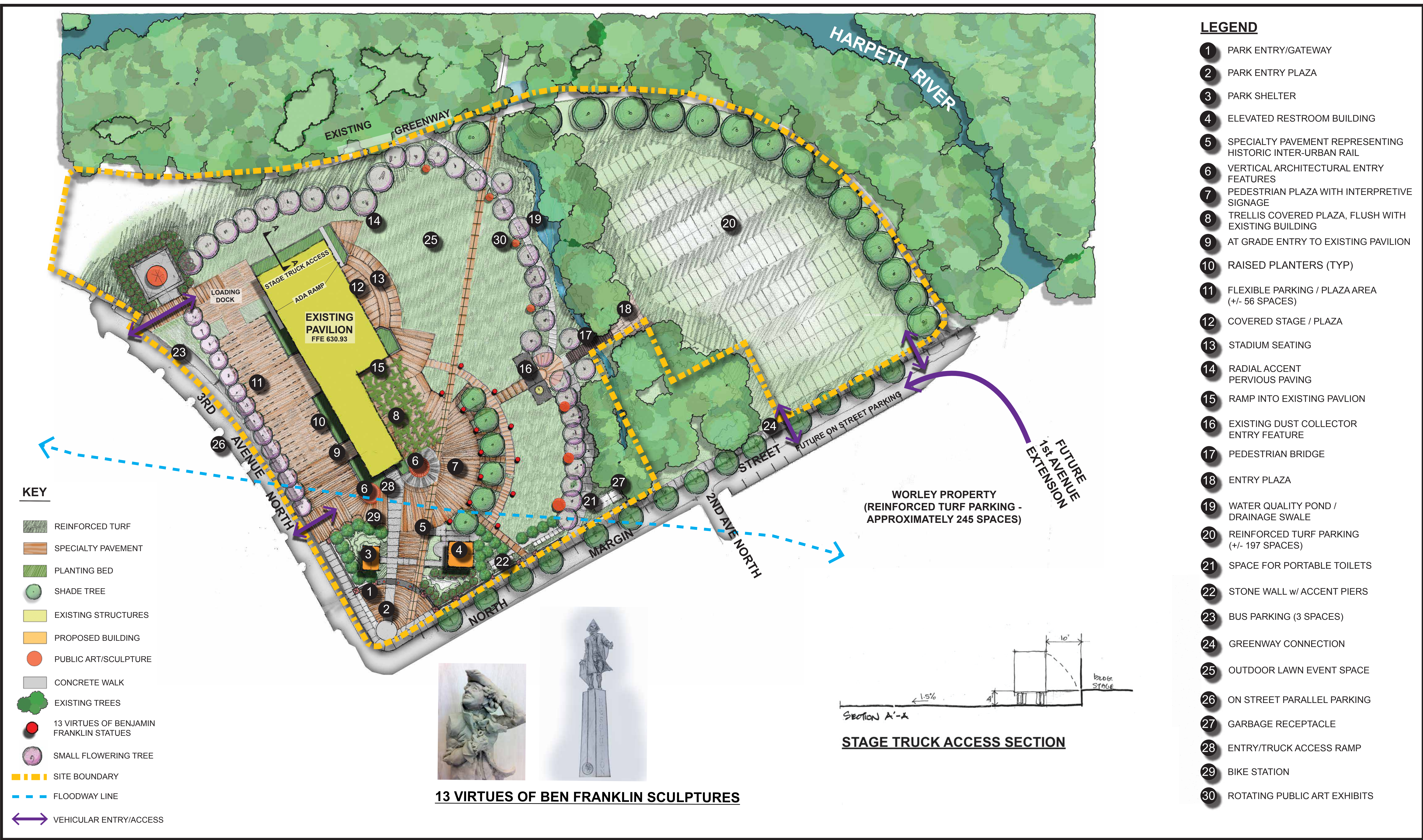
VII. Compensation

The compensation to be paid to Barge for providing requested services shall be as follows.

• **Design Development and Construction Phase Services**

Phase 1 – Engineering and Architectural Services	Lump Sum	\$313,500
Phase 2 – Engineering Services (Add Alternate #1)	Lump Sum	\$77,000
Phase 2 – Engineering Services (Add Alternate #2)	Lump Sum	\$49,000

Other expenses properly chargeable to the work will be in addition to the fees shown above.

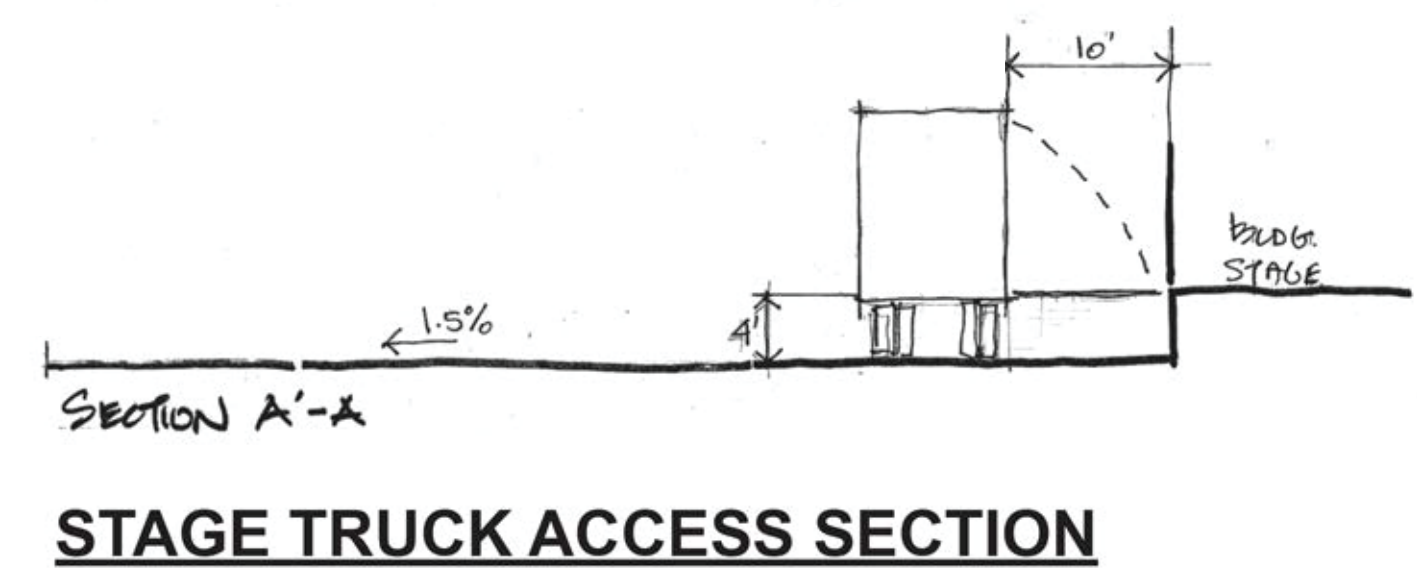


- LEGEND**
- 1 PARK ENTRY/GATEWAY
 - 2 PARK ENTRY PLAZA
 - 3 PARK SHELTER
 - 4 ELEVATED RESTROOM BUILDING
 - 5 SPECIALTY PAVEMENT REPRESENTING HISTORIC INTER-URBAN RAIL
 - 6 VERTICAL ARCHITECTURAL ENTRY FEATURES
 - 7 PEDESTRIAN PLAZA WITH INTERPRETIVE SIGNAGE
 - 8 TRELLIS COVERED PLAZA, FLUSH WITH EXISTING BUILDING
 - 9 AT GRADE ENTRY TO EXISTING PAVILION
 - 10 RAISED PLANTERS (TYP)
 - 11 FLEXIBLE PARKING / PLAZA AREA (+/- 56 SPACES)
 - 12 COVERED STAGE / PLAZA
 - 13 STADIUM SEATING
 - 14 RADIAL ACCENT PERVIOUS PAVING
 - 15 RAMP INTO EXISTING PAVILION
 - 16 EXISTING DUST COLLECTOR ENTRY FEATURE
 - 17 PEDESTRIAN BRIDGE
 - 18 ENTRY PLAZA
 - 19 WATER QUALITY POND / DRAINAGE SWALE
 - 20 REINFORCED TURF PARKING (+/- 197 SPACES)
 - 21 SPACE FOR PORTABLE TOILETS
 - 22 STONE WALL w/ ACCENT PIERS
 - 23 BUS PARKING (3 SPACES)
 - 24 GREENWAY CONNECTION
 - 25 OUTDOOR LAWN EVENT SPACE
 - 26 ON STREET PARALLEL PARKING
 - 27 GARBAGE RECEPTACLE
 - 28 ENTRY/TRUCK ACCESS RAMP
 - 29 BIKE STATION
 - 30 ROTATING PUBLIC ART EXHIBITS

- KEY**
- REINFORCED TURF
 - SPECIALTY PAVEMENT
 - PLANTING BED
 - SHADE TREE
 - EXISTING STRUCTURES
 - PROPOSED BUILDING
 - PUBLIC ART/SCULPTURE
 - CONCRETE WALK
 - EXISTING TREES
 - 13 VIRTUES OF BENJAMIN FRANKLIN STATUES
 - SMALL FLOWERING TREE
 - SITE BOUNDARY
 - FLOODWAY LINE
 - VEHICULAR ENTRY/ACCESS



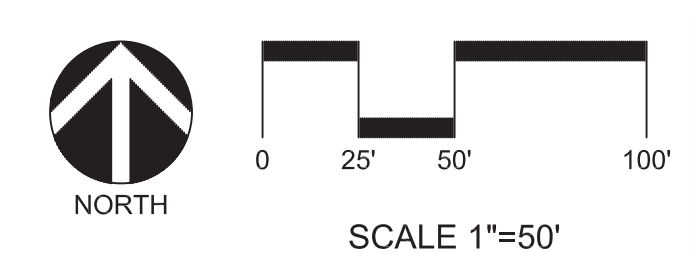
13 VIRTUES OF BEN FRANKLIN SCULPTURES






















BICENTENNIAL PARK - SCHEMATIC SITE PLAN
CITY OF FRANKLIN, TN

Attachment B







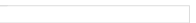











AUGUST 9, 2016



Attachment C Bicentennial Park Design Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors																	
							Sep	4th Quarter				1st Quarter		2nd Quarter			3rd Quarter			4th Quarter			1st Qua
								Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1		Notice to Proceed	0 days	Mon 3/16/20	Mon 3/16/20									◆ 3/16									
2		Kick off meeting	1 day	Mon 3/23/20	Mon 3/23/20	1FS+1 wk								↓									
3		Design Development Phase	61 days	Tue 3/24/20	Tue 6/16/20									■									
4		Barge Design Development Plans	10 wks	Tue 3/24/20	Mon 6/1/20	2								■									
5		Submit Design Development Plans	0 days	Mon 6/1/20	Mon 6/1/20	4								↓									
6		COF Design Development Review	2 wks	Tue 6/2/20	Mon 6/15/20	5								◆ 6/1									
7		DD meeting with COF	1 day	Tue 6/16/20	Tue 6/16/20	6								↓									
8		Construction Documents Phase	123 days	Wed 6/17/20	Fri 12/4/20									■									
9		Barge Construction Documents Plans	8 wks	Wed 6/17/20	Tue 8/11/20	7								■									
10		Submit Construction Documents Plans	0 days	Tue 8/11/20	Tue 8/11/20	9								↓									
11		COF Construction Document Review	2 wks	Wed 8/12/20	Tue 8/25/20	10								◆ 8/11									
12		CD meeting with COF	1 day	Wed 8/26/20	Wed 8/26/20	11								↓									
13		Incorporate comments from COF	2 wks	Thu 8/27/20	Wed 9/9/20	12								■									
14		Issue for Permit	40 days	Thu 9/10/20	Wed 11/4/20	13								■									
15		TDEC Permit Review	30 days	Thu 9/10/20	Wed 10/21/20	13								■									
16		COF Permit Review	2 mons	Thu 9/10/20	Wed 11/4/20	13								■									
17		Issue for Bid	0 days	Wed 11/4/20	Wed 11/4/20	16								↓									
18		Bidding Period	4 wks	Thu 11/5/20	Wed 12/2/20	17								■									
19		Open Bids	0 days	Fri 12/4/20	Fri 12/4/20	18FS+2 days								◆ 11/4									
														↓									
														◆ 12/4									

Project: 3596801DD_CD_Propo
Date: Wed 3/4/20

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