



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda Capital Investment Committee

Thursday, March 24, 2016

3:00 PM

Board Room

Call To Order

Approval of Minutes

1. [16-0292](#) Approval of Committee Minutes from January 28, 2016
2. [16-0246](#) Consideration of a Professional Services Agreement (COF Contract No. 2016-0054) with B.G. Jones and Company for Appraisal Services for the Mack Hatcher Northwest Extension in an Amount Not to Exceed \$80,000.00 (03-24-16 CIC 3-0)

Sponsors: Engineering
Attachments: [COF2016-0054 Mack Hatcher Appraisal Services - PSA with Scope Law Appro](#)
3. [16-0247](#) Consideration of a Professional Services Agreement (COF Contract No. 2016-0055) with R. Rhett Turner, MAI for Review Appraisal Services for the Mack Hatcher Northwest Extension in an Amount Not to Exceed \$60,000.00 (03-24-16 CIC 3-0)

Attachments: [COF2016-0055 Mack Hatcher Appraisal Services - PSA with scope Law Appro](#)
4. [16-0288](#) Consideration of a Professional Services Agreement (COF Contract No. 2016-0064) with Barge Waggoner Sumner & Cannon, Inc. for the Bicentennial Park Schematic Design in an Amount Not to Exceed \$149,500.00 (03-24-16 CIC 3-0)

Sponsors: Parks and Engineering
Attachments: [COF2016-0064 PSA BicentennialPark SchematicDesign with Scope Law Apr](#)
5. [16-0287](#) Presentation of DRAFT Street Lighting Standards

Sponsors: Engineering
Attachments: [StreetLights_CIC_160324_rev1.pdf](#)
6. [16-0289](#) Transportation Projects Status Report

Sponsors: Engineering
7. [16-0290](#) Water and Sewer Projects Status Report

Sponsors: Engineering

8. [16-0291](#) Stormwater Projects Status Report

Sponsors: Engineering

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0054**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **B.G. JONES & COMPANY, LLC** 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:

**MACK HATCHER PARKWAY NORTHWEST QUADRANT
APPRAISAL SERVICES**

1. SCOPE OF SERVICES. Consultant shall provide appraisal services and related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to-Exceed Amount of Eighty Thousand and No/100 Dollars (\$80,000.00).

**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 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;

Kristen L. Corn, Assistant City Attorney



Friday, February 26, 2016

Mr. Ben Worley
ROW Agent / Project Manager
Engineering Department
109 Third Avenue S
Franklin, TN 37064

RE: Mack Hatcher Northwest Quadrant Project
Appraisal of Tracts
Franklin, TN

Dear Mr. Worley:

The following proposal is for tracts within the Mack Hatcher Northwest Quadrant Right of Way project, as discussed. The intended user of the reports is the City of Franklin, for use in determining market values for right of way acquisitions. *B.G. Jones & Company, LLC* will not be responsible for any unauthorized use of the reports. The appraisals will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), issued by the Appraisal Standards Board of the Appraisal Foundation, and will be completed in the reporting format recommended by the Tennessee Department of Transportation.

The fee for this assignment is **\$80,000** with the delivery date to be finalized.

Thank you for allowing *B.G. Jones & Company, LLC* the opportunity to submit this proposal. If you have any questions, please advise.

Sincerely,

Ben G. Jones, MAI, CCIM
B.G. Jones & Company, LLC
Principal

State Certified General Real Estate Appraiser
License No. 3082



Tuesday, March 08, 2016

Mr. Ben Worley
City of Franklin Engineering Department
109 3rd Avenue South
Franklin, TN 37064

RE: Hourly Fee Schedule

Dear Mr. Worley,

This letter is in reference to your request for the hourly fee schedule of Ben G. Jones of B.G. Jones & Company.

Any trial, pretrial, or consulting which may be required for an assignment is to be billed at the rate of \$300 per hour, with research and support services billed at a rate of \$150 per hour.

Thank you for allowing *B.G. Jones & Company, LLC* the opportunity to submit this proposal. If you have any questions, please advise.

Sincerely,

Ben G. Jones, MAI, CCIM
B.G. Jones & Company, LLC
State Certified General Real Estate Appraiser
License No. CG-3082

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0055**

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- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
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- 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.

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- 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.

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- 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.

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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 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;

Kristen L. Corn, Assistant City Attorney

R. Rhett Turner, MAI

P.O. Box 2191 Mt. Juliet, TN 37121 | 615-812-7698 | RRT2244@gmail.com

March 9, 2016

Mr. Ben Worley, Right of Way Agent
Engineering Department City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

Dear Mr. Worley:

Per your request, I am pleased to present this proposal as we discussed on Tuesday March 8, 2016. This proposal addresses the administrative work needed to clarify the Form 2s (Official Offer documentation) required for certain tracts. Also included in this proposal is consideration for the Appraisal Review and required administrative documentation for certain tracts included in this project.

In order to begin this work, please send me the following documentation:

- Right of Way Plans
- Appraisal Reports and Appraisal Review Reports for each tract as needed
- Form 2s for each tract as needed

Once I receive the above documentation I will be able to proceed. Upon completion of this assignment, I will deliver the following to you:

- Form 2s properly addressing the initial offer and alternate offer to the land owner for the uneconomic remnants for each tract as needed.
- The Form 2s will be delivered in an electronic pdf format via email. If you need an original hard copies, please let me know.

Fees for the services & anticipated delivery dates are as follows:

- Total anticipated fees for this perceived scope of work is \$60,000.00 (Sixty Thousand Dollars and no cents)
- The hourly rate for the administrative assignments and appraisal review assignments is \$250.00/hour.
- Expected completion and delivery is 4-6 weeks from the date of receipt of the required documentation.
- Payment for services will be invoiced on delivery and payment is due upon receipt. Prompt payment is appreciated.

If you have any questions, please feel free to contact me prior to or at any time during this assignment.

Sincerely,



R. Rhett Turner, MAI

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0064**

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:

BICENTENNIAL PARK SCHEMATIC DESIGN

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to-Exceed Amount of One Hundred Forty-Nine Thousand Five Hundred and No/100 Dollars (\$149,500.00).

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.

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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:

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 - (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;

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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.

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machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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- 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 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;

Kristen L. Corn, Assistant City Attorney



ATTACHMENT "A"

City of Franklin Bicentennial Park Improvements

Schematic Design Services

February 26, 2016 (Revised March 8, 2016)

PROJECT DESCRIPTION

The project entails the design of improvements to the existing pavilion structure on the site to include structural repairs and cosmetic upgrades to the structure, the installation of railing and gates around the perimeter, provision of two 400-amp electrical services, installation of a dry pipe fire suppression system, installation of a roof gutter system, potential repairs/upgrades to the roof system, provision of hose bib connections for cleaning the pavilion pads, installation of ceiling fans, and provision of pedestrian (accessible) and vehicular access to the pavilion pad.

Site improvements will include the development of a park setting in the area from the new 3rd Avenue to the existing pavilion and thence northeast to the Harpeth River, including the extension of North Margin Street towards the river as shown in the original master plan for the park. Park improvements will include a parking area adjacent to the existing pavilion, provisions for vehicular access on three sides of the pavilion, hardscape outdoor gathering spaces surrounding the pavilion, a new restroom building, a "Recreation Meadow" as illustrated on the original master plan (with reinforced natural turf to allow the space to serve as occasional event parking), walkways connecting park features, locations for "porta potties" to serve events, and for trash dumpsters, site lighting (including lighting of the North Margin Street extension), site furnishings, landscaping, and irrigation. It is assumed that the developers of the Harpeth Square project will design and construct the stormwater features as shown in the original master plan extending along the terminus of 2nd Avenue beyond North Margin Street to the Harpeth River. The plan will accommodate future connection to and development of the "Worley" property bounded by 2nd Avenue, North Margin Street extension, and the Harpeth River.

Given the site location in the floodway and flood fringe of the Harpeth River, the design of the project will be subject to the City of Franklin ordinances related to properties located in such areas.

I. SCOPE OF SERVICES

Barge Waggoner Sumner & Cannon, Inc. (BWSC) proposes the following Scope of Services:

PRE-DESIGN SERVICES

A. Site Surveying Services

Update the site topographic survey originally prepared by Hart, Freeland and Roberts to incorporate the as-built condition of the 3rd Avenue construction, the trail construction along the North Margin Street extension, and the trail currently under construction along

the Harpeth River through the site. If the trail along the river is not completed when the field work for the survey is done, incorporate the design plans into the survey. It is assumed that the City will provide electronic copies of the Hart, Freeland and Roberts survey and the design plans for the trail. Additional survey data needed for flood modeling is included.

B. Kickoff Meeting

Conduct a kickoff meeting with City staff in Franklin to review the program and scope of the project, design intent, schedule, lines of communication, key contacts, etc.

SCHEMATIC DESIGN SERVICES

Design services will include the various design disciplines necessary to prepare the drawings and documentation necessary to prepare a schematic (30% complete) design package and an opinion of probable construction cost for the project. The Schematic Design package will be submitted to the City Design Review Team (DRT) for review and to BOMA for approval. We are proposing the following meetings over the course of the project

1. Kickoff meeting
2. Design workshop to develop 2-3 schematic plans
3. Review meeting to select a preferred schematic plan
4. Meeting to review final concept plan and opinion of cost
5. Two meetings with the City's Design Review Team
6. BOMA work session
7. BOMA regular meeting

A. Civil Engineering Services

Provide schematic civil engineering design services to include site layout, roadway and parking lot design, site utilities design, grading/drainage/erosion control design, earthwork calculations, modeling and calculations to support a No-Rise Certification for the design, opinion of probable construction cost (OPCC) for entire project, and technical specifications. The civil design for the project will be coordinated with the environmental restrictions on portions of the property. Specific items are noted as follows:

Site Layout Design

Design and provide a plan view perspective illustrating the location of proposed improvements across the site.

Roadway and Parking Lot Design

Provide professional civil engineering design services illustrating the proposed North Margin Street extension and parking lot location, size, and elevations. Schematic-level plan and profile drawings will be prepared for DRT and BOMA review and concept approval. Plans will include the following items:

1. Centerline geometry(horizontal and vertical) and plan dimensions
2. Inlet locations (as needed)
3. Typical roadway and parking lot sections
4. Sidewalk size and location
5. Roadway and parking lot location for layout purposes
6. Pervious pavement areas

Site Utilities Design

Provide professional civil engineering design services illustrating the proposed sanitary sewer service to the restroom building, connection to existing sanitary sewer service, and water system layout and design for the restroom building, hose bibs at the pavilion and for the dry pipe fire suppression system supply as required for local review and approval. Schematic plans will include the following conceptual items:

1. Sanitary sewer location and size
2. Sewer profile (if necessary)
3. Connection to existing adjacent sewer service location
4. Water line size and locations
5. Fire hydrant locations, as required
6. Connection of water line to main

Grading, Drainage, and Stormwater Management System Design/ Phased Erosion Control Design

Provide professional civil engineering design services to illustrate site grading, surface conveyances, proposed stormwater drainage system. Schematic plans will include the following items:

1. Horizontal and vertical alignments of piped and surface conveyances
2. Typical ditch sections (as needed)
3. Grading, as required, including preliminary cut-and-fill areas and earthwork quantities in coordination with available information from the Harpeth Square development
4. Concept plan for stormwater collection and conveyance, including water quality feature concepts as appropriate
5. Concept for pervious pavement drainage system
6. Temporary sediment ponds, as required
7. Stormwater detention areas, as required
8. Erosion, sediment, and pollution controls

Modeling for No-Rise Certification

Provide floodplain management services to allow the development of the proposed park improvements without impacting adjacent properties upstream. BWSC understands that flood elevations on the Harpeth River have recently increased approximately two feet due to a revision to the FEMA HEC-RAS model. The majority of the work being performed for Bicentennial Park will be within the FEMA floodway. Since development will occur within the floodway, a hydraulic analysis will be required to verify that the proposed park improvements will not impact existing upstream flood elevations. A preliminary analysis will be performed on the schematic design to ensure that a “No-

Rise” is possible. If upstream flood elevations are impacted, the schematic design will be revised to prevent flood level increases. During the final design phase, the analysis will be updated using the final grading and a “No-Rise” certificate stating that flood elevations have not been increased will be provided. The development of the schematic design site plan by the BWSC landscape architects will be coordinated with the modeling in order to develop a plan that can achieve the No-Rise Certification.

BWSC will provide the field surveying services necessary to update the model.

Assumptions

1. Existing model is available in HEC-RAS digital format and can be provided to BWSC in a timely manner and at no cost to BWSC.
2. If City of Franklin can provide current hydraulic model, it will not have to be purchased from FEMA.
3. Improvements to the overbank are not so significant that a No-Rise is impossible to obtain.
4. BWSC assumes that the City of Franklin will provide GIS contours or LiDAR data of the project area to aid in model development.

B. Landscape Architectural Services

Provide professional schematic landscape architectural design services for the proposed park improvements. Services will include the following items:

1. Project Initiation
 - a. Begin Collecting data for the project area
 - b. Meeting #1 - Participate in a project initiation/ kick off meeting with the client to:
 - i. Affirm project goals and objectives
 - ii. Review scope and schedule
 - iii. Tour project site
2. Data Collection and Site Analysis
 - a. Continue to collect , assemble and review available data for the project area: base mapping, aerial photos, relevant previous studies and plans.
 - b. Review project areas existing conditions and characteristics including: terrain features, hydrology, circulation and access, vegetation cover, historical & cultural resources.
 - c. Prepare a site inventory and analysis exhibit depicting information pertinent to design of project improvements.
3. Initial Schematic Design and Client Engagement
 - a. Meeting # 2 - Conduct a design coordination workshop with the design review committee and the civil engineers preparing the flood plain model to review site inventory and analysis and develop 2-3 initial concept plans. These concepts for the proposed site improvements around the existing pavilion, restroom building and recreation meadow. They will depict the geometric configuration, layout and preliminary grading of the proposed hardscape and landscape improvements for the following program elements:
 - i. Vehicular and pedestrian access around the existing pavilion and proposed restroom building

- ii. Extension of North Margin Street (coordinated with the 1st Street extension)
 - iii. Pedestrian plaza/ use areas around the existing pavilion and proposed restroom building
 - iv. Pedestrian connection from the existing pavilion to the recreation meadow
 - v. Overflow parking in the recreation meadow
 - vi. Hardscape design elements and special paving areas
4. Refine concepts developed in the design charrette in conjunction with flood models of the site being prepared by civil engineers.
 5. Prepare an Opinion of Probable Construction Cost (OPCC) for proposed site improvements.
 6. Selection of Preferred Design Alternatives (Meeting #3) - Conduct design review meeting with the client to determine preferred design alternatives.
 7. Finalize Schematic Design
 8. Refine concept plan and OPCC based on comments received.
 9. Review final concept plan with Client (Meeting #4).
 10. Prepare presentation renderings depicting final design.

C. Architectural Design Services

Provide professional architectural design services for the pavilion renovation, proposed restroom building, fire suppression pump/electrical room. Work will include:

1. Perform ADA compliance review of the pavilion and identify modifications as needed.
2. Conduct life safety analysis and prepare life safety plan identifying required exits, travel distance and other factors that impact safety of the occupants.
3. Identify needed pavilion gutter system and downspouts at interior roof valley and exterior edges.
4. If needed, select and detail pavilion perimeter pedestrian railing and gate system.
5. Conduct programming session with the owner and jointly identify/determine space needs, "image" of facility, and construction budget.
6. Prepare restroom building and pump/electrical room schematic floor plans, and elevations and preliminary construction details.
7. Prepare initial material, color and finish selections.

D. Structural Design Services

Provide structural design for the following project elements:

Pavilion

1. Discuss project with Codes Official to confirm structural approach and City requirements;
2. Obtain field measurements of structural framing
3. Perform structural analysis of existing building to verify code compliance of modified condition and identify deficiencies;
4. Design member strengthening as required by analysis;
5. Evaluate condition of existing roof and specify replacement if needed;

Dust Collector Structure

1. Structural evaluation for existing dust collector structures to remain.

E. Mechanical Engineering Services

Provide professional mechanical engineering schematic design for the dry pipe fire suppression system for the existing pavilion (if needed) and for hose bibs for the pavilion. Services are to include the following items:

1. Prepare a written narrative regarding the dry pipe fire suppression system and coordinate with a potential vendor to develop system requirements and opinion of probable cost.
2. Determine requirements for the suppression system pump house/electrical enclosure.
3. Identify locations for freeze-proof wash down hose stations and points of service for the stations.

F. Electrical Design Services

Provide professional electrical engineering design services for the site, roadway, parking lots and buildings existing pavilion. Specific items included are as follows:

1. Work with the City of Franklin, Site Development, and Middle Tennessee Electric Membership Corporative to determine site utility impacts.
2. Work with the City of Franklin to determine the requirements of the electrical requirements of the Pavilion. This includes the establishing the voltage and distribution requirements and the proposed light fixture to use.
3. Parking area and roadway lighting; It will be confirmed that roadway and parking lighting is to be designed in accordance with the City of Franklin Transportation & Street Technical Standards and IES RP-20-98 Lighting for Parking Facilities;
4. The extent of hardscape area lighting and the establishment of what fixture to design around will be coordinated. A general projection of fixture spacing will be established for cost projection purposes.
5. The power and lighting requirements for the restroom building will be projected. Proposed light fixtures will be established.

II. ASSUMPTIONS

BWSC will provide the above noted services based upon a given set of assumptions. These assumptions are as follows:

- A. 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.

B. Services/Information by Others

1. Geotechnical and geophysical investigations are not included however BWSC can assist the City in procuring these services.
2. Schedule is dependent upon the timely receipt of critical information such as receipt of permits, responses from regulatory authorities, Owner and Contractor;
3. Zoning changes, re-platting, and/or subdivision of property by others.

III. ADDITIONAL SERVICES

BWSC is available to provide additional services as requested by client as needed. These services are as follows:

- A. Preparation of construction plans;
- B. Provision of bidding and construction phase services;
- C. Traffic studies;
- D. Construction staking surveys;
- E. Any environmental studies and reports, sink hole disturbance permitting, wetland mitigation, ARAP permits for wetland mitigation and/or stream relocation, etc.
- F. Archeological studies;
- G. Preparation of utility and access easements;
- H. Services resulting from significant changes in general scope or character of the project or its design following approval of the 30% submittals;
- I. Development of site plan graphics and perspective drawings for marketing purposes other than those identified as part of Basic Services;
- J. ALTA/ACSM land title surveys;
- K. Platting and recording services;
- L. Mortgage surveys and or surveys for title companies and lending institutions;

Other Additional Services can be provided for a negotiated lump sum fee or per BWSC hourly rate basis provided in Exhibit A.

IV. TIME OF PERFORMANCE

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. The work will be completed within 120 days of a notice to proceed.

V. OWNER'S RESPONSIBILITIES

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

- A. Provide information as required to support development of BWSC's scope as required in the project agreement for services;
- B. Provide review comments in a timely manner;
- C. Provide single point of contact for project coordination purposes.

VI. DELIVERABLES

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

- A. Survey
 - 1. Updated topographic survey
- B. Civil
 - 1. Site layout design
 - 2. Schematic-level plan and profile drawings
 - 3. Schematic proposed utility plans
 - 4. Schematic proposed grading, drainage, storm, and erosion plans
- C. Architectural
 - 1. Schematic restroom/pump room floor plan
 - 2. Schematic elevations
 - 3. Schematic proposed details
 - 4. ADA compliance narrative of pavilion
 - 5. Life Safety Plan
- D. Landscape Architecture
 - 1. Site inventory and analysis exhibit
 - 2. 2-3 initial concept plans
 - 3. Final concept plan rendering
 - 4. Schematic-level plans
- E. Environmental
 - 1. Flood model
- F. 2 copies of 30% complete submittals
- G. 30% complete Opinion of Probable Construction Cost (OPCC)
- H. Schematic design narratives of all disciplines as required
- I. Electronic copies of all submittals

VII. COMPENSATION

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

Pre-Design Services

Update Topographic Survey: (including survey cross sections needed for flood modeling)	\$ 10,800.00
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Schematic Design Phase Services

Schematic Design

Civil	\$ 51,180.00
Architectural	\$ 5,850.00
Structural	\$ 12,000.00
Electrical	\$ 8,125.00
Landscape Architecture	\$ 39,500.00
Environmental	\$ 13,045.00
Sub Total	\$ 129,700.00

Fire Suppression System Schematic Design*	\$ 9,000.00
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Summary

Pre-Design Services	\$ 10,800.00
Schematic Design Services	<u>\$ 138,700.00</u>

Total Fee	\$ 149,500.00
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*The fee for the fire suppression system can be removed if the system ends up not being needed.

211 Commerce Street, Suite 600
Nashville, Tennessee 37201
(615) 254-1500
(615) 255-6572 Fax



MEMORANDUM

TO: Jonathan Marston
FROM: Steve Fritts
DATE: 03-18-2016
RE: Proposal Clarifications

cc: Lisa Clayton

In response to your request, below are the following:

- Cost breakdown per discipline
- Deliverables
- Exhibit A – Schedule of Standard Charges

Schematic Design Cost Breakdown per Discipline

• Survey	\$10,800.00
• Civil	\$51,180.00
• Architectural	\$5,850.00
• Structural	\$12,000.00
• Mechanical (Fire Suppression)	\$9,000.00
• Electrical	\$8,125.00
• Landscape Architecture	\$39,500.00
• Environmental (Flood Model)	\$13,045.00
• Total	\$149,500.00

Deliverables – Schematic Design

Note: Written narratives will be combined into one document

- Survey
 - Updated topographic survey
- Civil
 - Site Layout design
 - Schematic level plan and profile drawings
 - Schematic proposed utility plans
 - Schematic proposed grading, drainage, storm and erosion plans
 - Written narrative
- Architectural
 - Schematic restroom/pump room floor plan
 - Schematic elevations
 - Schematic proposed details
 - ADA compliance narrative of pavilion
 - Life Safety Plan
 - Written narrative
- Landscape Architecture
 - Site inventory and analysis exhibit
 - 2-3 initial concept plans
 - Final concept plan rendering
 - Schematic level plans
- Structural
 - Written narrative
- Mechanical
 - Written narrative
- Electrical
 - Written narrative
- Environmental
 - Flood Model
 - Written narrative
- OPCC – Opinion of Probable Construction Cost

BARGE WAGGONER SUMNER & CANNON, INC.

EXHIBIT A – SCHEDULE OF STANDARD CHARGES

HOURLY-RATE BASIS

Hourly Rates:

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

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

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

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

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

Invoices will be issued on a monthly basis.

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

Effective October 2011



STREET LIGHT STANDARDS

CAPITAL INVESTMENT COMMITTEE

CITY HALL BOARD ROOM - MARCH 24, 2016 @ 3:00 PM

Why Are We Here?



- ▶ To date, most street lights located in the City are owned, operated and maintained by Middle Tennessee Electric Membership Corporation (MTEMC). The City simply pays a base fee to MTEMC for each light.
- ▶ With this model, the City has very little control or input about the type, location or design of street lights. This leads to inconsistent lighting throughout the City.
- ▶ Last Fall, the City contracted with Barge Waggoner Sumner & Cannon, Inc. (BWSC) to develop detailed standards for street lighting in the City of Franklin.
- ▶ This information was presented at the monthly Design Professionals Meeting in March.

Current Standards



► Light Color & Type

- Light color shall be "white" light, generally provided by metal halide fixtures. Other lamp options, including, but not limited to, color-corrected mercury-vapor, color-corrected high pressure sodium and low pressure sodium, may be approved by the City Engineer on a case-by-case basis.

► Spacing

- 1) Street light lights shall be placed at mid-block locations such that a minimum spacing of 300 feet and a maximum spacing of 500 feet is maintained between all lights.
- 2) Local residential streets shall have 1 light at each intersection.
- 3) If the intersection lights would exceed 500 feet apart on a straight street, mid-block lights shall be added so lights do not exceed 500 feet spacing. If the street has a curve, judgment shall be used to reduce the spacing to less than 500 feet.

► Light Levels

- All lighting shall have the intensities and uniformity ratio consistent with the *AASHTO Roadway Lighting Design Guide*...



Creekstone Residential Area - Existing Render



Proposed Standards



► Light Temperature & Type

- 1) Street lighting within the City of Franklin shall have a light temperature of 4,000 Kelvin (K).
- 2) All street lighting installed shall be Light Emitting Diode (LED). Any existing lighting system to be transferred to ownership of the City of Franklin shall be compatible with LED retrofit fixtures...

► Light Levels

► Arterials & Major Collectors

- Shall meet the standards set forth in the *American National Practice for Roadway Lighting (ANSI/IESNA RP-8-14)*, issued June 26, 2014 by the American National Standards Institute (ANSI) and the Illuminating Engineering Society of North America (IESNA)

Proposed Standards

(Continued)



► Light Levels

► Minor Collectors & Local Streets

- Option 1 – Designed per ANSI/IESNA RP-8-14
- Option 2 – Prescriptive
 - Light at every intersection
 - Light at in every cul-de-sac
 - General spacing guidelines

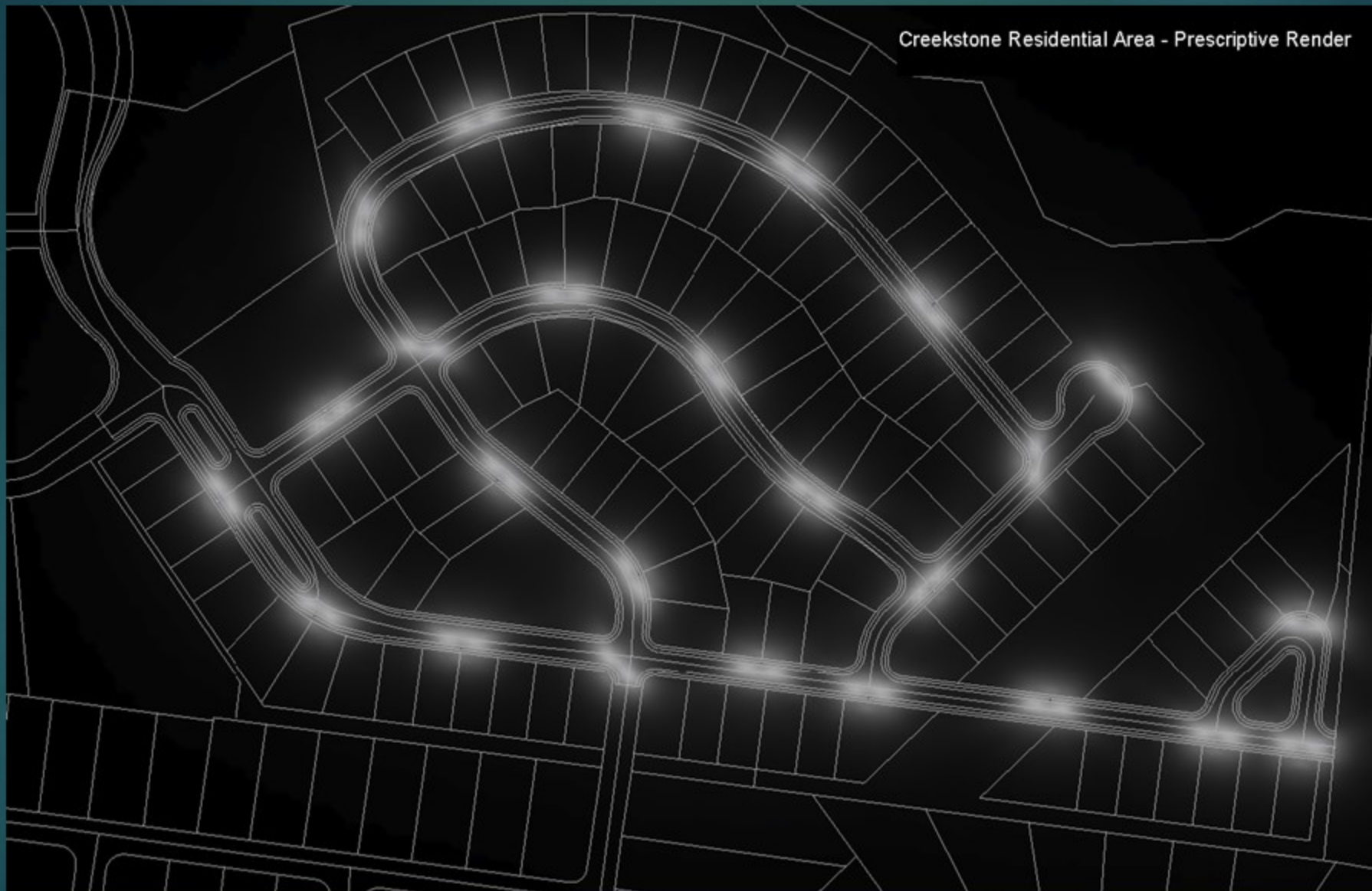


Creekstone Residential Area - RP-8-14 Render





Creekstone Residential Area - Prescriptive Render



Next Steps



- 1) Incorporate comments into final draft.
- 2) Present final draft to BOMA and Franklin Municipal Planning Commission (FMPC) at a Joint Workshop.
- 3) Obtain final approval (Spring 2016)
 - a) From BOMA to update *Transportation & Street Technical Standards*
 - b) From FMPC to update *Zoning Ordinance*
- 4) New standards go into effect.

NOTE: NO development which has begun the site plan process will be required to comply with these new standards.

Questions?



Thank you for your time and participation!

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