

**Town of Thompson's Station  
Parks & Recreation Advisory Board  
Meeting Agenda  
September 5, 2017**

**Meeting Called To Order**

**Discussion Items:**

**1. Consideration Of The Minutes Of The August 1, 2017 Meeting**

Documents:

[MINUTES.PDF](#)

**2. Budget Report**

Documents:

[2017 08 PARKS BUDGET.PDF](#)

**3. Hodgson - Douglas Contract For Design**

Request approval of the contract amount for the design work for the amphitheater, trails, parking and reuse of the buildings

Documents:

[PRESERVATION PARK AT THOMPSONS STATION\\_PHASE  
1\\_HDPROPOSAL\\_2017\\_09\\_05.PDF](#)

**4. Cycle For Life - Dustin Tracy**

Nashville Cystic Fibrosis Foundation is requesting to use Sarah Benson Park as a rest stop for a bike event through Town

Documents:

[CYCLE FOR LIFE PROJECT DESCRIPTION.PDF](#)

**5. Dog N Pony Show Update - Jack Davis**

**6. Trail Naming**

**Adjourn**

*Meetings take place at 6:00 p.m. in Thompson's Station's Community Center  
1555 Thompson's Station Road West*

**Minutes of the Meeting**  
**of the Municipal Parks and Recreation Advisory Board**  
**of the Town of Thompson 's Station, Tennessee**  
**August 1, 2017**

**Call to Order:**

The meeting of the Parks and Recreation Advisory Board of the Town of Thompson's Station was called to order at 6:00 p.m. on the 1<sup>st</sup> day of August, 2017 at the Thompson's Station Community Center with the required quorum. Members, aldermen and staff in attendance were: Chairman Jim Van Vleet; Alderman Brian Stover; Board Member Sheila Shipman; Board Member David Coleman; Board Member Layla Bell; Board Member Becky Clark; and Town Planner Wendy Deats. Board Member Kreis White was unable to attend.

Chairman Van Vleet asked for a moment of silence in recognition of Sarah Benson after which Chairman Van Vleet, Board Member Coleman, Alderman Stover and Mrs. Deats made comments about Sarah Benson and her love and commitment for serving the community over the years.

**Business:**

1. **Approval of Minutes** – The minutes of the June 6, 2017 and June 22, 2017 meetings were submitted.

**Board Member Coleman made a motion to approve the minutes of the June 6, 2017 and June 22, 2017 meetings. The motion was seconded and carried unanimously.**

2. **Budget Report** – Mrs. Deats reviewed her report and stated that the contract for Mr. Richards will be presented to the Board of Mayor and Aldermen for review and approval and a contract is under review with Hodgson Douglas for the design work at Preservation Park.

**Board Member Stover made a motion to approve the budget as presented. The motion was seconded and carried by all.**

3. **5K Run/Walk** – Paul Schmitz discussed his non-profit organization Shower Up and is interested in partnering with the Town on a 5K walk/run in the Spring. The Parks Board expressed interest in pursuing the event for early spring and Chairman Van Vleet and Aldermen Stover will meet with Mr. Schmitz to prepare a proposal for the event and will submit it to the Parks and Recreation Advisory Board for approval. Board Member Shipman suggested timing the event with the grand opening of the new trails within Preservation Park if possible.
4. **Cycle For Life** – Mr. Tracy with the Nashville Cystic Fibrosis Foundation requested a deferral to the September meeting.
5. **Park Rental Fees** – Mrs. Deats reviewed her memo outlining the fees charged for park rentals in surrounding cities and recommended the fees remain in place in the current amount. The Parks Board agreed with the findings to keep the fees in the current amount.

6. **Preservation Park Trail Update**

**Trails** – Mrs. Deats updated the Board on trail construction noting that Mr. Richards contract will be reviewed by the Board of Mayor and Aldermen in August. After approval of the contract, Mr. Richards will begin working on the next phase of the trail.

**Minutes of the Meeting**  
**of the Municipal Parks and Recreation Advisory Board**  
**of the Town of Thompson 's Station, Tennessee**  
**August 1, 2017**

**b. Design Work on Amphitheater and trails** – Mrs. Deats updated the Board noting that the Hodgson Douglas contract was still under review.

**c. Trail Naming** – This will be discussed at the September meeting.

**7. Dog & Pony Show update** – Mrs. Deats stated that we have received \$7,650 in sponsorships. Several events are confirmed for the event, including a suspended gravity circus, pumpkin chunkin, pumpkin painting, pet contests which include a costume contest and a pet/owner look alike along with many other activities. Many of these events are also geared toward children as well at the Vanderbilt Children's Stage.

Chairman Van Vleet requested a link to the 5K be included on the Town's website and Facebook site.

**Adjourn.**

The meeting was adjourned at 6:37 p.m.

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Jim Van Vleet, Chairman



**TOWN OF THOMPSON'S STATION**  
**PARKS AND RECREATION ADVISORY BOARD**  
**FY 2017 - 2018**

**SUMMARY OF REVENUE AND EXPENDITURES:**

	FY 2016-17		FY 2017-18	
	May-17	Jun-17	Jul-17	Aug-17
<b>Beginning Balance</b>	\$ 175,665	\$ 173,165	\$ 162,675	\$ 162,675
<b>Revenue</b>				
<b>Description</b>				
Federal Grant Funds	\$ -	\$ -	\$ -	\$ -
State Grant Funds	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ 500	\$ -	\$ -
From General Fund	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ 500	\$ -	\$ -
<b>Total Revenues &amp; Fund Balance</b>	<b>\$ 175,665</b>	<b>\$ 173,665</b>	<b>\$ 162,675</b>	<b>\$ 162,675</b>
<b>Expenditures</b>				
<b>Description</b>				
Consulting Fees	\$ -	\$ -	\$ -	\$ -
Park Improvements - Benson Park:				
* Trees	\$ -	\$ -	\$ -	\$ -
* Sign	\$ -	\$ 2,000	\$ -	\$ -
Park Improvements - Preservation Park:				
* Unpaved Pedestrian Trail	\$ 2,500	\$ -	\$ -	\$ -
* Tables, Benches, etc.	\$ -	\$ 8,990	\$ -	\$ -
Total Expenditures	\$ 2,500	\$ 10,990	\$ -	\$ -
<b>Ending Fund Balance</b>	<b>\$ 173,165</b>	<b>\$ 162,675</b>	<b>\$ 162,675</b>	<b>\$ 162,675</b>

**Funds encumbered as of August 31, 2017:**

Preservation Park

In Progress: Tables, benches, etc. = \$25,610; Unpaved Pedestrian Trail = \$43,875

Not yet started: Amphitheater = \$47,300; Equestrian Loop = \$18,000; MTEMC = \$12,538

**Unencumbered funds at August 31, 2017:** \$162,675-\$147,323= \$15,352



# PROPOSAL

PRESERVATION PARK AT THOMPSON'S STATION  
THOMPSON'S STATION, TN

To: Wendy Deats  
Town Planner  
PO Box 100  
Thompson's Station, TN 37179

From: Jim Douglas - Partner  
Hodgson Douglas, LLC  
120 29<sup>th</sup> Avenue South  
Nashville, TN 37206

Date: July 13, 2017 (revised Sept. 9, 2017)

RE: PROPOSAL FOR LANDSCAPE ARCHITECTURAL/ENGINEERING SERVICES FOR:  
PRESERVATION PARK AT THOMPSON'S STATION | THOMPSON'S STATION, TENNESSEE

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We are pleased to submit the following proposal for Landscape Architectural/Engineering Services for the Preservation Park at Thompson's Station in Thompson's Station, TN. This project represents the type of project that excites and inspires Hodgson Douglas (HD) and HFR Design (HFR) and we are pleased to continue our ongoing relationship with the Town of Thompson's Station as it continues to develop the amenities within the Preservation Park for the local community. We will also be working in conjunction with I.C. Thomasson Associates, Inc. (ICT) for the electrical engineering. HD will hold the contract with the Town of Thompson's Station and will be the designer of record.

As we understand the project, the Town of Thompson's Station proposes to develop amenities within the Preservation Park as previously shown on the Master Plan created by the same project team. The project will have ~~four~~ (two) items that will be addressed: ~~the enhancement of the existing gravel parking lot off of Thompson's Station Rd West, the design of signage for the park to be located at the park entrance,~~ the assessment of the existing equestrian outbuildings for their use as park shelters, engineering of utility layout for connections to existing parks building, equestrian outbuildings, and amphitheater, and the design and engineering of a 70-person stone seat amphitheater in the location previously established in the Master Plan and the Amendment to the Conservation Easement. We remain passionate about creating quality public spaces and have thoroughly enjoyed our previous work with you.

We appreciate this opportunity to again work with the Town of Thompson's Station to create quality amenities within the Preservation Park. Please find our outlined scope of work and associated fees below. We have based this on our past experience of the anticipated time it will take to complete the tasks.

## SCOPE OF WORK

HD and HFR propose to provide landscape architectural and engineering services for a set of Construction Documents and Specifications, suitable for bidding and construction, for the following items:

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## I. Design and Engineering for the following exterior elements:

- ~~a) Enhancement of the existing parking lot at the current entrance to the Preservation Park.
  - ~~a. HD will create the design and layout, including material callouts and finishes for parking lot, fencing, entrance, and picnic areas.~~
  - ~~b. HFR to provide topographic and site survey to locate existing fencing, parking lot, road, and vegetation.~~
  - ~~c. HFR will develop final grading and drainage plans as part of the site civil plans.~~
  - ~~d. HD to provide details including:
    - ~~i. Fencing to match existing~~
    - ~~ii. ADA parking space and signage~~
    - ~~iii. Entrance details~~
    - ~~iv. Parking layout, including striping and markings, wheel stops.~~
    - ~~v. Gravel pavement~~~~
  - ~~e. HD to provide planting plan to include buffering for parking lot, vegetation for picnic areas, interest planting at entrance.~~~~
  
- ~~b) Design services for one (1) primary entrance park sign including detailing of stone walls (under 3' high) and other surface features:
  - ~~a. HD will design the sign and sign structure to match the character of the existing town and park signage\*.~~
  - ~~b. HD will provide details for the signage and structure.~~
  - ~~c. HD will provide specs for signage.~~~~
  
- c) Design services for 70-person stone amphitheater in location previously determined during Master Planning phase.
  - a. HD will provide, design, layout, grading, and details of the 70-person stone amphitheater with grass stage and grass walkways.
  - b. HD to show potential future trail connection to greenway trail.
  - c. HFR will provide topographic survey of amphitheater site.
  - d. HD will provide planting plan for amphitheater to include shade trees
  
- d) Assessment of four (4) existing equestrian outbuildings
  - a. HFR to provide basic assessment of outbuildings for potential reuse as park shelters.
  
- e) Utility location design and engineering to bury existing feeder line to equestrian buildings, provide new electrical service to outbuilding park shelters, provide electrical service to amphitheater.
  - a. HD layout of electrical locations\*\*.
  - b. ICT to provide location for conduits to equestrian buildings, outbuildings, and amphitheater, coordinate with MTES.
  - c. ICT to locate meter and transformer.

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- d. ICT to provide details for lighting in park shelters.
- e. ICT to provide details and layout for telecommunications infrastructure.

\* H&D will act as lead designer for the sign structures, but a structural engineer will need to review and redline our detail drawings prior to issuing full construction documents.

\*\* H&D will design the conceptual layout of the utilities. ICT will be responsible for all final electrical design, marking and receiving approval from the local utilities.

## COMPENSATION

### **Schematic Design and Project Kickoff:** (3 weeks for surveys, 2 weeks from completion of survey)

One (1) Kick-off Meeting  
 One (1) Amphitheater Site Visit for Staking  
 Amphitheater Survey  
~~Parking Lot Survey~~  
 Assessment of four (4) existing equestrian outbuildings  
 Preliminary Plans for Coordination with Land Trust for Tennessee  
 One (1) Meeting with Land Trust for Tennessee  
 Lump Sum Fee..... ~~\$14,865.00~~ (\$8,800)

### **Design Development:** ~~(3 weeks)~~ (2 weeks)

Revised Design based on client comments  
 Design Development Set including:  
 Site Plans including material legend and callouts  
 Layout Plans  
 Grading and Drainage Plans  
 Major Hardscape Details blocked out and outlined  
 Planting Plans with plant type selected for review  
 Planting Details  
 Utility location plan and major detailing  
 Outline Specifications  
 One (1) Client Meeting for Presentation of Design  
 Lump Sum Fee..... ~~\$15,700.00~~ (\$8,000)

### **Construction Documents (Final CD Set):** ~~(4 weeks)~~ (2.5 weeks)

Revised Design based on client comments  
 Permit and Construction Document set including:  
 Final Site Plans including material legend and callouts  
 Final Layout Plans  
 Final Grading and Drainage Plans  
 Hardscape Details  
 Final Planting Plans, Schedule and Details



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PRESERVATION PARK AT THOMPSON'S STATION  
THOMPSON'S STATION, TN

Final Specifications

One (1) Client Meeting for Presentation of Final Design

Lump Sum Fee.....~~\$17,900.00~~ (\$9,400)

**Construction Administration:**

Bidding Review and answering RFI's

Shop Drawing Submittal Review

Three (3) site visits during construction with field observation notes if necessary

One (1) initial site inspection with field observation notes

One (1) follow-up site inspection with initial punch list

One (1) Final site inspection with final punch list

Project Close-out

Fee .....To be negotiated upon completion of CDs

\* Budget based on current understanding.

Billing will be monthly for all work performed and expenses incurred on your behalf.

**ADDITIONAL SERVICES**

These services are outside the Basic Services and include:

Artist Renderings

Marketing Materials

Field Tagging Plants

**EXTRA SERVICES**

These are services which may be required that are not a part of, or are out of sequence to the basic services. They include:

Making revisions in drawings, specifications or other documents once Construction Documents have been completed.

Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revisions of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of Hodgson and Douglas.

Providing consultation concerning replacement of any work damaged by vandalism or other causes during construction, and furnishing services as may be required in the connection with the replacement of such work.

Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor.

In contracting Hodgson and Douglas for professional services, the Client warrants that funds are available to compensate Hodgson and Douglas for the total amount of services and expenses contracted and that





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these funds are neither encumbered nor contingent upon granting of approvals, permits, or financial commitments by lending institutions or third parties.

Attached to and a part of this agreement are standard Terms and Conditions of the Agreement. In signing this agreement, the Client is also agreeing to the Terms and Conditions attached herein.

## TERMINATION

The client or Hodgson and Douglas may terminate this agreement for reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective seven (7) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination or the cause thereof, the Client shall, within thirty (30) calendar days of termination, remunerate Hodgson and Douglas for services.



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## CONTRACT FOR ARCHITECTURAL SERVICES FOR PARKS PLANNING AND THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR PHASE I OF THE PRESERVATION PARK AT THOMPSON'S STATION

THIS CONTRACT made this 13<sup>TH</sup> day of July 2017, by and between HODGSON DOUGLAS, LLC. (HD), a Tennessee corporation (hereinafter "Architect"), and the TOWN OF THOMPSON'S STATION, a Tennessee municipal corporation (hereinafter "Town").

WHEREAS, the Town has advertised and received responses to Request for Qualifications ("RFQ") for a contractor to provide design and engineering services for a portion of its park property and to prepare construction documents for such property (the "Project").

WHEREAS, the Town has selected Architect for the Project.

NOW THEREFORE, the Architect and the Town agree as follows:

**SECTION 1. SCOPE OF WORK; AMENDMENTS.** The Architect has been retained to provide consulting services to the Town and to prepare site-specific Phase I Construction Documents for the Town's real property at The Preservation Park Thompson's Station. The Architect shall be responsible for coordinating with Town staff to conduct the meetings and perform the work described in Scope of Services attached. **Within ten (10) days of the date of this Contract, the Architect shall submit for the Town's approval, a schedule for the completion of each of the phases of the above work. Upon approval, this schedule shall become an addendum to this Contract, and Architect shall comply with said schedule except for good cause as determined by the professional judgment of HD or delays caused by the Town.**

The Scope of Work may be amended by approval of a new or additional Work Orders, provided that any such amendment must be approved by Resolution of the Town's Board of Mayor and Aldermen. No extra work shall be authorized without the prior written approval of the Town. The parties understand and agree that future projects involving additional services and/or construction supervision may require a new agreement.

Architect shall not participate as a bidder or in concert with any potential bidder(s) for construction of the Project unless specifically requested and authorized by the Town as approved by the Board of Mayor and Aldermen.

**SECTION 2. COMPENSATION.** The Architect's fee for the Project is broken out below. The Architect will invoice the Town after completion of the Project phases as described in this proposal and Town will pay Architect according to the following schedule:

- |   |   |
|---|---|
| (a) Schematic Design and Project Kickoff  | <del>\$14,865.00</del> (\$8,800)                            |
| (b) Design Development                    | <del>\$15,700.00</del> (\$8,000)                            |
| (c) Construction Documents (Final CD Set) | <del>\$17,900.00</del> (\$9,400)                            |
| (d) Construction Administration           | To be negotiated upon completion of Construction Documents. |

The Town also agrees to pay Architect for the following reimbursable expenses, at cost: printing services and out of area travel expenses in total amount not to exceed \$500.00.



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The Architect is solely responsible for the payment of compensation to any subcontractors. In no event shall the Town be liable to any subcontractor related to this Project.

**SECTION 3. TIME OF COMPLETION.** The work to be performed under this Contract shall be commenced as soon thereafter as reasonably possible and Architect shall perform all work consistent with professional skill and care and in accordance with the schedule referenced in Section 1.

**SECTION 4. OWNERSHIP OF PROJECT DOCUMENTS.** All documents, including but not limited to, all drawings, plans, design calculations, bid and construction documents, produced by the Town and/or Architect, including any subcontractor, pursuant to this Contract shall be and remain the property of the Architect, except that the Town may retain a copy of any documents upon completion of the Project. Architect shall not use said documents on any other project without the written consent of the Architect. Town represents that it has the right to use all products or services furnished under this Contract and that such use does not infringe upon any copyright, trademark, service mark or patent. If the Town reuses or makes any modification to the Architect's designs, documents or work product without the prior written authorization of the Architect, or uses the documents without retaining the Architect, the Town agrees, to the fullest extent permitted by law, to release the Architect, its officers, directors, employees and subconsultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

**SECTION 5. INSURANCE REQUIREMENTS.** The Architect shall procure and maintain for the duration of the Contract, at its own expense, insurance as set forth in Exhibit D attached hereto, said document to be incorporated in this Contract by reference.

The policies described herein shall be issued by insurance companies that are licensed to conduct business in the State of Tennessee. The Architect must provide a thirty (30) day prior notice of cancellation, non-renewal, or material change in coverage.

**SECTION 6. COMPLIANCE WITH LAWS.** The Architect must comply with applicable federal, state, and local laws.

**SECTION 7. INDEMNITY REQUIREMENT.** The Architect agrees to save the Town, its elected and appointed officials, employees, and volunteers harmless from and against any and all damages of any kind or character, including, to the extent caused by the act or omissions of the Architect and/or its agents, employees, subcontractors, or representative under this Contract. Architect shall also indemnify and hold harmless the Town for and against any claims of infringement of an intellectual property right, as it pertains to the Architect's Instruments of Service.

**SECTION 8. INDEPENDENT CONTRACTOR.** The relationship of Architect to the Town will be that of an independent contractor. Architect will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the Contract.

**SECTION 9. SUBCONTRACT FOR SPECIFIC SERVICES.** Architect has proposed to subcontract with Jim Douglas of Hodgson and Douglas, LLC, for specific services related to this Project. The Town agrees



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that the Architect may use the services of Mr. Douglas, provided that Architect shall be solely responsible for the supervision and direction of any work assigned, shall remain liable for the completion of the Project and for the payment of any compensation to Mr. Douglas and/or Hodgson and Douglas, LLC.

**SECTION 10. ASSIGNMENT.** Except as expressly permitted above, under no circumstances may the Architect assign or transfer its interest in this Contract, including assigning work to subcontractors, without prior written consent of the Town.

**SECTION 11. TERM; TERMINATION.** The Term of this Contract shall begin on the date it is executed and shall continue until completion unless terminated as follows:

(a) *Convenience.* The Town may terminate this Contract at the Town's convenience upon seven (7) days written notice to the Architect.

(b) *Breach; Default.* The Town or Architect may terminate or cancel this Contract for any breach of the terms herein.

*Notice and compensation in event of Termination.* Upon receipt of notice of termination, Architect shall immediately discontinue all work and services hereunder and upon payment for work performed, deliver to the Town all documents, data, reports, plans, computer files and other information accumulated in performing this Contract, whether complete or incomplete. The Town shall pay the Architect for all work and services through the time of notice of termination and for any work necessary to compile and deliver the above documents to the Town.

### SECTION 12. MISCELLANEOUS.

(a) *Applicable laws; jurisdiction; venue.* The laws of the State of Tennessee will govern this Contract and the Chancery Court for Williamson County, Tennessee, shall have jurisdiction and be the appropriate venue for any action arising out of this Contract.

(b) *Severability.* If any provision of this Contract is held unenforceable, the remaining portions shall remain in full force and effect.

(c) *Entire agreement.* This Contract represents the entire agreement between the parties, and expressly replaces, supersedes, and cancels any prior oral or written agreement or communications on this subject matter. In the event of any conflicts between the Contract terms and any attachments or exhibits hereto, the Contract terms shall be controlling, even if the attachments or exhibits are more specific.

(d) *Amendments; Waiver.* Other than as specified herein, this Contract may only be supplemented, modified, or waived in a writing signed by all parties. The waiver by a party of any performance by the other party, or of any of a party's rights hereunder, shall not be, and shall not be deemed to be, a waiver of any subsequent obligation of performance, default, or right of the same or similar kind.

(e) *Force Majeure.* Neither party shall be responsible to the other for any delay in performance or non-performance due to any cause such as flood, fire, explosion, natural disaster, act of God, act of terror, or



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any other cause beyond its control, providing such delay or non-performance could not be avoided by the reasonable endeavors of the party seeking relief by reason thereof.

(f) *No Collusion.* Architect warrants that it has not employed or retained any person or company other than a bona fide employee, to solicit or secure this Contract and has not paid or agreed to pay any person, company, or other entity a fee or commission resulting from the award of this Contract.

(g) *No Conflict of Interest.* Any work performed by the Architect's employees, sub-consultants or contractors, on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder. It is the responsibility of the Architect to inform the Town of any business relationship which may be construed as a conflict of interest. Any conflict of interest may be a cause for immediate termination of the Contract.

(h) *Standard of care.* Architect shall at all times exercise reasonable care, skill, diligence and professional competency for the work and services provider under this Contract.

(i) *Non-discrimination.* The Town is an equal opportunity affirmative action employer, drug-free workplace, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service. Architect agrees that it does not and shall not, in the performance of its duties herein, discriminate against any employee or applicant for employment because of age, race, sex, national origin, ancestry or disability as defined by federal or state law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

TOWN OF THOMPSON'S STATION

HODGSON DOUGLAS, LLC.

BY \_\_\_\_\_  
Wendy Deats

BY \_\_\_\_\_

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The Architect shall procure and maintain for the duration of the Contract, at its own expense, insurance as follows:

a. Workers' Compensation/Employer's Liability-	
1) Each Accident:	\$ 100,000.00
2) Disease, Policy Limit:	\$ 100,000.00
3) Disease, Each Employee:	\$ 500,000.00
b. General Liability-	
1) Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000.00
2) General Aggregate:	\$ 2,000,000.00
c. Excess or Umbrella Liability-	
1) Each Occurrence:	\$ 1,000,000.00
2) General Aggregate:	\$ 1,000,000.00
d. Automobile Liability-	
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$ 1,000,000.00
e. Professional Liability-	
1) Each Claim Made:	\$ 2,000,000.00
2) Annual Aggregate:	\$ 2,000,000.00



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PRESERVATION PARK AT THOMPSON'S STATION  
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## TERMS AND CONDITIONS

### **1. ACCESS TO THE SITE/JOBSITE SAFETY:**

Unless otherwise stated, Hodgson and Douglas, LLC, hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide design and construction observation services related to the CONTRACTOR'S safety precautions or to means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, or scheduling of construction, or for jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

### **2. INDEMNIFICATION:**

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the CONSULTANT is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

The CONSULTANT is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

### **3. INSURANCE:**

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANTs services under this agreement.

### **4. RISK ALLOCATION/LIMITATION OF LIABILITY:**

In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the \$2,000,000.00 which is the limit of the CONSULTANTS professional liability insurance for any claim arising out of the CONSULTANT's negligence.

### **5. TERMINATION OF SERVICES:**

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to termination, plus 15% of the total compensation earned to the time of termination to account for the CONSULTANT's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

Client's Initials \_\_\_\_\_



# PROPOSAL

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THOMPSON'S STATION, TN

## 6. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expense of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies; and fees paid for testing and/or for securing approval of authorities having jurisdiction over the Project; (b) expenses of printing,

reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by the CONSULTANT.

## 7. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

## 8. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this Agreement that all drawings, specifications and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT for any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT. Any reuse or adaptation of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

## 9. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

## 10. PAYMENT TO THE CONSULTANT:

Fees for services shall be as provided in this Agreement. Where the approximate total fee is based on a manpower estimate and is to be billed on an hourly basis per the CONSULTANT's Standard Fee Schedule, this total fee shall be understood to be an estimate. If the CONSULTANT's estimate is exceeded by more than ten percent (10%), the CLIENT shall be so notified in advance.

Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the CONSULTANT's submittal of the monthly invoice. Past due amounts include a charge of 1 1/2 % per month for interest from the thirtieth (30<sup>th</sup>) day.

If the CLIENT fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

Client's Initials \_\_\_\_\_





# PROPOSAL

## PRESERVATION PARK AT THOMPSON'S STATION THOMPSON'S STATION, TN

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

### 11. CLIENT'S RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to Consultant's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;

Furnish approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;

Provide the CONSULTANT with means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and

Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.

### 12. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction cost* prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

### 13. CHANGES TO THE SCOPE OF SERVICE:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

Client's Initials \_\_\_\_\_



# PROPOSAL

PRESERVATION PARK AT THOMPSON'S STATION  
THOMPSON'S STATION, TN

#### 14. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

#### 15. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:

It is understood and agreed that the CONSULTANT'S *Basic Services* under this Agreement may include limited project observation or review of the CONTRACTOR'S performance and limited construction phase services, and that some such services may be provided by the ARCHITECT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives of any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for Additional Services as provided in this Agreement.

Client's Initials \_\_\_\_\_

### **Cycle for Life Project Description-**

The event is a fundraiser for the Nashville Cystic Fibrosis Foundation. It will take place on Saturday, Sept. 16<sup>th</sup>. Approximately 120 riders will leave Tollgate Village (located at 1107 Elliston Way) and travel down 31 South. They will turn right on Thompson's Station Rd E. and travel past Thompson's Station Park. We are requesting to use the parking lot and the restroom facilities as our ride's first rest stop.

A rest stop usually entails a 10x10 tailgate-style tent with refreshments and supplies for cyclists to use. Examples of supplies include- water, Gatorade, pickles, energy bars etc. Nothing is for sale, it is all for the registered cyclists to partake in. We supply all this. It would be staffed by two CFF workers.

Of those 120 cyclists, we expect about 10-15 might need to use the restroom. This is the first of 7 rest stops along a route that splits into distances of 15, 30 & 65 miles. Riders will have only been on the road for about 30 minutes and will have left a staging area with portable facilities.

We are requesting use of your parking lot and use of your facilities from 8 a.m. until 10 a.m. At that point we will pack up our gear and leave the area clear of our debris.

The contact for this event is:

Dustin Tracy  
Event Director, Cycle for Life  
Cystic Fibrosis Foundation  
4825 Trousdale Dr. ste 238  
Nashville, TN 37220  
P- 615-255-1167