PROPOSAL FOR MASTER PLANNING SERVICES FOR:
PARK ON FORMER FLAGPOLE PROPERTY – BRENTWOOD, TN
July 15, 2014

Scope of Work and Services:

It is our understanding that the City of Brentwood, TN is seeking master planning services for a park located on land known as the former Flagpole Property located near the Mallory Park development in South Brentwood. Two parcels will make up the park space; a 15 acre parcel at the intersection of Old Brooks Road and Wikle Road, and a 8.7 acre parcel to the south bordered by the Mallory Park development, I-65 and a residential development. Both properties are adjacent to the Attea residence and private property. Our understanding of the scope of the project is outlined below:

Park Program – 15 Acre Section

This section will contain passive activities and may include some or all of the following program elements:

- Walking Trail
- Playground
- Passive play field
- Restroom facilities
- Picnic pavilion
- Fencing and landscape enhancements

Park Program – 8.7 Acre Section

This section will contain activities and may include some or all of the following program elements:

- Parking
- Walking Trail
Active multi-purpose fields without lighting
Restroom facilities
Fencing and landscaping enhancements

Planning Scope and Tasks

As a part of the planning process, HD will complete the following tasks in order listed:

Inventory and Analysis

Conduct Inventory and Analysis of the existing sites including but limited to:

- Existing Vegetation and Buffers
- Topography and Hydrology
- Wind and Sun Patterns
- Analysis of surrounding land uses and circulation patterns

This phase will culminate with an “Opportunities and Constraints” Map illustrating the major and minor opportunities and constraints of the two sites. This map will formulate the basis of further conceptual design

First Community Meeting

The Inventory and Analysis will be presented to the community in the first of two general community meetings. The purpose of the meeting will be to initiate the development of the park program options based on current zoning and the opportunities and constraints map. The city and designers will be there to listen and document community input and park desires/concerns.

HD and City officials will also present to the four adjacent neighborhoods separately – Brentwood South, King’s Crossing, Willowick, and the neighborhood off of General Macarthur Drive adjacent to the park.

Concept Master Planning

Based up on the analysis and community input, HD will develop a conceptual master plan for the park. This plan will be a hand drawn and color rendered concept plan suitable for HD to complete preliminary estimates of probable cost.

The plan will include all proposed program elements, including proposed vehicular and pedestrian circulation patterns to and from surrounding land
uses and major roadways. The plan show enough detail to provide preliminary pricing.

This plan and estimate will be presented internally to the city for feedback and revisions.

The concept plan will be presented to the Parks Board for comment prior to being presented at a second community meeting.

**Final Planning and Presentations**

All comments from city officials, Parks Board, and community will be compiled for an internal meeting between HD and the city to confirm which revisions will be made. A final black and white plan will be created for internal approval by city officials. Upon approval, HD will create a final color rendered master plan suitable for presentation to the Parks Board and community, respectively. This final plan will include the following items:

- Layout of all program elements
- Materials legend for all hardscape elements
- Mass grading plan
- Major and minor circulation roads and paths
- Preliminary landscape plan with major plant types and sizes
- Updated estimate of probable cost

This plan will be presented to the Park Board and City Commission for approval, as well as the general community.

The final deliverable to the city will be a bound 8.5 x 11 book summarizing the above process and containing all final presentation materials.

It is our understanding that this project will begin in late August of 2014. We have based the following fee off of a proposed budget of 1.5 million. The below fee will be considered approximately 15% of the overall fee if HD moves the project through Construction Documentation and Administration.

**Compensation:**

For the above referenced Scope of Work, HD shall be compensated on the following basis:

| Inventory, Analysis and Community Meeting #1 | $3,600.00 |
| Concept Planning and Presentations          | $6,500.00 |
Final Planning, Presentations and Book $8,500.00

Total Fee $18,600.00

Excluded from the basic fee would be reimbursable expenses incurred on the Owner's behalf including: photocopies, printing, plotting, postage, overnight services, courier service, photography, travel related expenses (i.e. hotel, meals, etc.), mileage @ $0.56 mile and per diem expenses. All moneys over 30 days shall be assessed 1% interest per month. Reimbursable expenses shall be billed at cost. Billing will be monthly for all work performed and expenses incurred on your behalf.

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:

1.) Making revisions to the Final Planning document once they have been approved by the client.
2.) Making revisions in 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.
3.) Providing additional renderings and/or plans other than those outlined in the above scope of work.

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 fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause thereof, the Client shall, within thirty (30) calendar days of termination, remunerate Hodgson and Douglas for services rendered prior to the date of termination.

We appreciate the opportunity to be of service. If you are in agreement, please sign below and return one copy for our files.

____________________________________
Hodgson Douglas, LLC
Date
### 2014 HODGSON AND DOUGLAS FEE CHART

<table>
<thead>
<tr>
<th>Position</th>
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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 for 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 job site safety, and will not be responsible for any losses or injuries that occur at the Project site except as provided in section 2 below.

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 sub consultants 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 and the CLIENT is not obligated to indemnify the CONSULTANT in any manner whatsoever for the CONSULTANT’S own negligence.

3. LEED PROJECTS:

For projects which pursue LEED certification and require consultant documentation, the signing of the declaration/affirmation is for purposes of LEED certification only and is considered an OWNER/CLIENT service benefit and as used herein the words certify, affirm and declare shall mean an expression of the CONSULTANT’S professional opinion to the best of its information, knowledge and belief and does not constitute a warranty or guarantee by the CONSULTANT.

4. 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 CONSULTANT’s services under this agreement.

5. 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 CONSULTANT’s fee or $50,000.00, whichever is GREATER, for any claim arising out of the CONSULTANT’S negligence.

6. 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.

7. 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.

8. 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.
9. 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 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. Notwithstanding the foregoing, CONSULTANT acknowledges that documents in the custody of the CLIENT are subject to the public record laws of the State of Tennessee, and CONSULTANT will not hold CLIENT liable for acts carried out in conjunction with CLIENT’S good faith efforts to comply with said public records laws.

10. 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.

11. 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 1½ % per month for interest from the thirtieth (30th) 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.

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.

12. 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 an 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.

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

B. Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project;

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

D. Provide the CONSULTANT with escorts and 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

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

13. 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.
14. 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.

15. 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.

16. 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.