

May 17, 2024



James Gallup, City Manager  
Jefferson City, Tennessee  
112 City Center Dr., Jefferson City, TN 37760  
(423) 744-2780

RE: **Jefferson City** - Park Concept Plans

Dear James,

Thanks for reaching out to discuss ideas and tour the existing park sites in Jefferson City. As communicated in several meetings with your City Council and Park and Recreation Board (Downtown Parade Committee), the park spaces within the City can be improved to offer more opportunities for trails, passive seating and dining, ADA access, landscape, parking in addition to traditional athletic programming that would greatly benefit the downtown businesses and help make Jefferson City a more vibrant space to live, work and play.

If this proposal is acceptable and meets the program and deliverable needs of your community, please provide your signature on the space provided at the end of the document and return one signed copy to the address listed at the bottom of the page. Once the agreement is received, a fully executed contract will be provided for your files.

Sincerely,

**Daniel Boutte**, ASLA, PLA  
Owner / Landscape Architect  
CanOpy Land Design, LLC.  
[canopylanddesign@gmail.com](mailto:canopylanddesign@gmail.com)

**Attachments:**

Professional Service Agreement

- Scope of Services
- Fee Outline
- Terms and Conditions
- Hourly Rate Schedule
- Signature Page

# **PROFESSIONAL SERVICES AGREEMENT** SCOPE OF SERVICES

## **Jefferson City Park Concepts – Jefferson City, Tennessee**

### **Project Description**

Canopy Land Design (Canopy Design) understands that Jefferson City, Tennessee would like design services to establish initial Concept Plans for the parks listed below, with recommendations for both soft landscape plantings and hardscape improvements such as parking, plazas and required structures to facilitate additional park programs and rec recreational offerings for the residents of the community. Canopy Land Design will utilize a site survey provided by Jefferson City (Client) if available or combined aerial photography and online GIS information to create two (2) initial hand sketch options for each park site desired and a high level preliminary opinion of probable cost. Based on feedback from the Client and community stakeholders, a Final Concept Plan will be prepared for the client's use in coordination with future parks and recreation planning goals and improvements.

### **Task 1 – Project Management / Meetings / Travel**

This task will consist of the following:

- Coordinate and attend an initial kickoff / site visit (**Meeting 1**) to review scope and desired deliverables required to facilitate internal Jefferson City conversations and approval.
- Coordinate and attend up to (2) additional client review meetings. (**Meeting 2** - to discuss initial alternative sketches and **Meeting 3** – presentation of Final Concept Plan and site recommendations.
- Meeting Minutes for all meetings and correspondence
- Project management for Tasks 1 – 4.

### **Task 2 – Site Inventory**

This task will consist of the following:

- Coordinate and visit each park site in the City of Jefferson City and photo document the existing conditions of the park facility including but not limited to Parking, Restroom and Picnic Structures, ADA accessibility, Entry Signage, Drainage Swales and landscape improvements.
- Prepare a graphic illustration for each park to coordinate photos with the existing site condition in regards to potential opportunities and constraints.
- Compile a list of proposed design recommendations and priorities for site and landscape enhancements.

### **Task 3 – Concept Plans**

This task will consist of the following:

- Create a digital base map required for initial hand sketch alternatives using client provided surveys, aerial photography, GIS mapping and additional client provided site utility plan information if available.
- Prepare (2) initial concept alternatives (hand plan graphics) for review meeting (**Meeting 2**) with community stakeholders and City Staff.
- Compile applicable precedent images for illustration of proposed design recommendations, site materials, structures and landscape enhancements.
- Create a Final (hand generated) Colored Concept Plan using feedback from review meeting 2 (non-sealed) for each park site desired with design recommendations for the future site improvements.
- Prepare high level opinion of probable cost (OPC) for each park site desired to establish rough order of magnitude for future grant applications and Infrastructure improvement coordination.
- Present Final Concept Plans at a meeting (**Meeting 3**) with City Council, community stakeholders and City Staff.

#### **Park spaces to be included:**

Exhibit A – Mossy Creek Sports Complex

Exhibit B – Dog Park and Animal Shelter Site

Exhibit C – Centennial Park Trails and Amphitheater

Exhibit D – Roy Harmon Youth Field, Outdoor Pool and Splash Pad

### **Task 4 – Additional Park Concept Planning Services**

This task will consist of any additional professional services other than those listed in the above scope of work:

- Additional Park Concept plans and OPC to be included per Task 3 scope if desired for the following:

E – Nelson Merry Pickleball and Playground

F – Jefferson City Community Center

G – Mossy Creek Nature Center / Trailhead

F – Greenway Masterplan and Trailheads

### **Task 5 – Additional Services**

This task will consist of any additional professional services other than those listed in the above scope of work:

- Professional Services other than those listed in the above scope of services.
- Additional meetings (including travel time and preparation of meeting

presentation material).

- Grant applications, processing or management of online document submittals
- Detailed Line Item Cost Estimating / Opinion of Probable Cost (OPC).
- Site Analysis graphic
- Grading / Drainage Plans
- Construction Details
- Planting Installation Details
- Additional Revisions beyond those listed in the above scope of work.
- Federal / State / Local Permit coordination or submittals

### **Exclusions**

The following tasks can be included in the scope of work and deliverables through sub-consultant agreements with current licenses and qualifications if desired:

- Surveying
- Engineering (Civil, Mechanical Plumbing and Electrical ((MP&E)), Structural)
- Environmental survey and services (Wetland delineation, Jurisdictional water determination, buffer and easement identification, etc).
- Utility Design

### **Client Responsibilities**

The following tasks items to be provided by the owner / client to facilitate scope of work outlined above:

- General Conditions of this Professional Service Agreement
- Procurement of additional consultant services
- Providing current site survey for design area required (see Exhibit A – attached).
- Providing access to the site for initial site visit (Meeting 1) and follow up reconnaissance trips if necessary to provide the scope of work above.
- Coordination with City or affiliate Utility, Engineering, Public Works and Permitting Agencies required for additional review or approval of the proposed scope of work.

## **Fees**

The services described will be provided Lump Sum (LS) or hourly fee basis as follows:

<b><u>Description of Services</u></b>	<b><u>Fee Amount*</u></b>
1 - Project Management, Meetings, Travel.....	\$3,600
2 - Site Inventory / Analysis.....	\$7,800
3 - <u>Concept Plans</u>	
A - Mossy Creek Sports Complex.....	\$6,300.00
B - Dog Park and Animal Shelter Site.....	\$9,600.00
C - Centennial Park Trails and Amphitheater.....	\$9,600.00
D - Roy Harmon Youth Field, Outdoor Pool and Splash Pad.....	\$9,600.00
4 - <u>Additional Park Conceptual Design Services</u> .....	\$9,600 ea
E - Nelson Merry Pickleball and Playground	
F - Jefferson City Community Center	
G - Mossy Creek Nature Center / Trailhead	
F - Greenway Masterplan and Trailheads	
5 - <u>Additional Services</u> .....	Hourly, as requested

## **Notes:**

*\*Expense amounts are not included in these fees and are inclusive of reasonable out-of-pocket expenses for project deliverables incurred on behalf of the client. Expenses include travel and subsistence, plotting and drawing reproductions, deliveries and mileage for work related travel (based on standard federal wages). Expenses shall be billed in accordance with Attachment A.*

## **Remit Payment To:**

Daniel Boutte / CanOpy Land Design, LLC.  
1522 Branson Ave.  
Knoxville, Tennessee 37917

## **TERMS AND CONDITIONS**

**Payment Schedule and Terms** - Progress payments for the fees described previously will be due monthly, based on the design professional's estimate of the percentage of completed work. If payment is not received by the Design Professional by the due date on the invoice, the client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to any accrued interest and then to the unpaid principal. Failure to make payments when due shall be a cause for suspension of design services and the filing of a lien against the client assets.

**Current Hourly Rates** – An attached table (Attachment A) outlines current hourly rates and reimbursable expenses. These rates are current for the year of the executed agreement at which they may be adjusted by the Design Professional.

**Additional Services** – Only items of work specifically called out under the Professional Services Agreement are to be performed for the specified fees. The Design Professional will consider any items not specified or included in the scope of work to be “Additional Services”. Additional services are provided upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If Additional Services are requested, the Design Professional shall be reimbursed for associated out of pocket expenses as reflected on the attached Hourly Rate Schedule.

**Term of Proposal** – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project. The offered proposal remains open for **sixty (60)** days from the proposal documents date. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty (60) days, this document becomes null and void.

**Fee Adjustment** – It is understood that in the event this project extends over a period of more than one (1) year from the date of this agreement, the fees for any remaining services will be adjusted proportionately to the “all items” group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

**Ownership of Documents** – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives are strictly prohibited without the knowledge and written consent

of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

**Jobsite Safety** – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning or construction observation phase.

**Applicable Law** – Unless otherwise provided, this Agreement shall be governed by Tennessee state law.

**Dispute 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.

**Termination of Services** – This Agreement may be terminated by either party upon not less than (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement through by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursables expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus fifteen (15%) percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, assignment of personnel and related cost of project termination.

**Opinion of Probable Cost** – In providing opinions of probable construction cost (OPC), the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or the contractor's method of pricing. Opinions of probable construction cost are to be made based on the Design Professional's qualifications and experience with similar projects and estimates. The Design Professional makes no warranty, expressed or implied as to the accuracy of such opinions as compared to bid or actual construction cost.

**Limit of Liability** – In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees to the fullest extent permitted by law to limit the liability of the Design Professional and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any

cause or causes, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed **\$15,000** or half of the Design Professional's total fee, whichever is greater. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

In addition, the Client agrees to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and defense costs arising from any errors and omissions contained in the plans, specifications or other contract documents prepared by others. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's subconsultants and their officers, employees, heirs and assigns. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Betterment** – If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.



**Attachment A – Hourly Rate Schedule**

January 2024

*For all hourly agreements and Additional Services*

**Professional Services Hourly Rates**

Principal / Senior Landscape Architect.....	\$200.00
Landscape Architect / Project Manager.....	\$150.00
Landscape Architect Intern / Land Planner / Designer.....	\$125.00
Proposal Coordinator / Grant Application / Grant Manager.....	\$110.00

**Reimbursable Expenses**

Consultants Services.....	Cost + 10%
Prints.....	Cost + 10%
Postage and Shipping.....	Cost + 10%
Mileage and Travel Expenses.....	Cost + 10%
Copies and Scans.....	Cost + 10%
Project Review / Permitting or agency Fees.....	Cost + 10%

**Note:** All the above stated fees and expenses are to be billed monthly and the invoices are due by dates provided on the invoice. Other reimbursable expenses not shown heron will be invoiced at our cost plus 10%. These rates are current until January 2025 at which time they may be adjusted by the Design Professional to align with increases in inflation or cost escalation.

## SIGNATURE PAGE

This is an agreement made as of \_\_\_\_\_, 2024  
between the **Jefferson City, Tennessee** (herein called the CLIENT) and **CanOpy  
Land Design, LLC.** (herein called CanOpy Land Design or CanOpy Design).

- I. Client and CanOpy Land Design, LLC., for the mutual considerations herein after set forth agree that the services for project number **2404 – Jefferson City Park Concept Planning, in Jefferson City, Tennessee**, shall conform to the Scope of Services.
- II. Client agrees to pay CanOpy Land Design, as compensation for services in accordance with the Fee Section in the proposal. Fees and other charges will be in voiced monthly by CanOpy Land Design.
- III. The person signing this Agreement warrants they have authority to sign as or on behalf of the Client. If such person does not have such authority, they agree that they are personally liable for all breaches of this contract, and that in any action against them for breach of such warranty. A reasonable attorney's fee shall be included in any judgement rendered.
- IV. When signed by both parties, this Professional Service Agreement, including the attached Scope of Services, Fees, Terms and Conditions, and Hourly Rate Schedule attached to this document, constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms. Any and all prior representations, promises, warranties, or statements by CanOpy Land Design that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement can be modified only in writing which must be signed by both parties.

Agreed to:

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Signer Name (Typed or Printed)

\_\_\_\_\_  
By: Authorized Signature

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to:

Canopy Land Design, LLC. \_\_\_\_\_  
Company Name

Daniel Boutte \_\_\_\_\_  
CanOpy Land Design, LLC.

\_\_\_\_\_  
By: Authorized Signature

Date: \_\_\_\_\_

Title: Owner / Landscape Architect \_\_\_\_\_





