

RESOLUTION 20-119

A RESOLUTION AUTHORIZING THE CITY OF SPRING HILL TO APPLY FOR THE BLUECROSS HEALTHY PLACES GRANT

WHEREAS, in honor of their 75th anniversary, the BlueCross Foundation plans to fund ten (10) BlueCross Healthy Places across Tennessee and will invest \$750,000 in each project. Applicants will select one of the six (6) designs depending on their area's needs and desired focus. Each design includes accessible elements and will provide fun, healthy activity for visitors of any age; and

WHEREAS, the renovation of Evans Park has been proposed to BOMA, including but not limited to, the relocation of the existing playground; and

WHEREAS, the City of Spring Hill seeks to use this grant award to proceed with a "Phase 1" of the Evans Park renovation to move the existing playground on the east side of Toone Prados to one of two areas on the west side of Toone Prados; and

WHEREAS, the City of Spring Hill will be responsible for ensuring the sites are clear, level (flat within 2% maximum grade, free of obstacles, buried utilities, tree stumps, bedrock, or any concealed materials or conditions that result in additional construction labor or material costs. Upon completion of construction, general maintenance and upkeep of BlueCross Healthy Place equipment and environment will transfer to the grantee; and

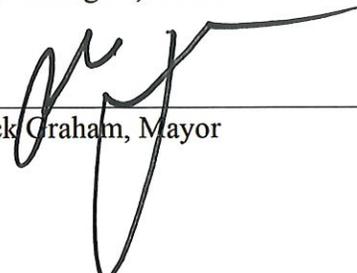
WHEREAS, the City of Spring Hill recognizes the technicality of the application and will enlist the assistance of Kimley-Horn to assist staff in preparing and submitting the grant application for the lump sum fee of \$3,400.00 from the Parks and Recreation Contractual Services budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE the following:

SECTION 1. That the City of Spring Hill is hereby authorized to submit an application for BlueCross Healthy Place Grant.

SECTION 2. That the City of Spring Hill is further authorized to contract with Kimley-Horn to assist staff in preparing and submitting the grant application for the lump sum fee of \$3,400.00.

Passed and adopted this 17th day of August, 2020.



Rick Graham, Mayor

ATTEST:

April Goad

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter

Patrick Carter, City Attorney



REQUEST: Approval of Resolution 20-119

SUBMITTED BY: Alderman Jeff Graves
Kayce Williams, Director of Parks & Recreation

DATE: August 10, 2020

RE: To apply for the BlueCross Healthy Place Grant

ATTACHMENTS: Resolution 20-119
Blue Cross Healthy Place Grant Brochure
Kimley-Horn PSA
Evans Park Renovation Master Plan
Evans Park Phase 1

PURPOSE:

The Parks and Recreation Department would like to apply for the BlueCross Healthy Place grant. It is a no match requirement grant of \$750,000 that could be used to begin a "Phase 1" of the Evans Park renovation moving the existing playground on the east side of Toone Prados to **one of two** areas on the west side of Toone Prados. (See attached image of the renovation plans prepared by Dempsey Dilling and Associates, and the attached image showing the 2 site possibilities.)

BACKGROUND:

The BlueCross foundation is awarding ten grants of \$750,000 each to build Healthy Places in Tennessee in honor of their 75th anniversary. Normally this foundation only awards one grant per year so their decision to award ten grants significantly increases our desire to apply. Since BOMA was already considering a renovation of Evans Park, staff felt this opportunity could be a catalyst for the renovations to occur, but in a more phased approach instead of all at one time. This would be "Phase 1" of the renovations to Evans Park. Winning this grant would relieve the City of the bulk of the cost to relocate the playground to the other side of the road as the original master plan of the renovations depicted.

FINANCIAL IMPACT:

There is no match requirement as part of this grant. However, this is a very technical application process that is due at the end of the August. Staff will need assistance to submit the application to give us the best chance possible at winning the award. The city has contracted with Kimley-Horn previously for grant writing. Staff recommends using their services again to assist with this particular application. Kimley-Horn has proposed a lump sum fee of \$3,400.00 for this project. Funds to cover their fee would come from the Parks and Recreation Contractual Services budget. Due to the extended circumstances surrounding COVID-19, Parks and Recreation has not been able to provide programs that were tied to the contractual services line item.

Additionally, the City would be responsible for ensuring the site is clear, level (flat within 2% maximum grade, free of obstacles, buried utilities, tree stumps, bedrock, or any concealed materials or conditions that result in additional construction labor or material costs. Upon completion of construction, general maintenance and upkeep of BlueCross Healthy Place equipment and environment will transfer to the grantee.



STAFF RECOMMENDATION:

Staff favorably recommends approval of Resolution 20-119.



**BlueCross
HEALTHY
PLACE™**

BlueCross BlueShield of Tennessee Foundation is an Independent Licensee of the Blue Cross Blue Shield Association



**of Tennessee
FOUNDATION**



**BlueCross
HEALTHY
PLACE**



In celebration of our company's 75th anniversary, the BlueCross BlueShield of Tennessee Foundation will be building 10 BlueCross Healthy Places throughout the state. We will invest \$750,000 in each project, and applicants can choose from the following designs based their area's needs and desired focus. Each design includes accessible elements and features for visitors of all ages.



THRIVE AND PLAY

- » Fully-inclusive large play area
- » Thrive fitness station
- » Community pavilion
- » Swing set and freestanding play



FAMILY FUN

- » Large play area
- » Thrive fitness station
- » Swing set
- » Freestanding and climbing areas



COMMUNITY HUB

- » Community pavilion
- » 2-5 play area
- » 5-12 play areas
- » Fitness stations
- » Swing set



ELITE FITNESS

- » Challenge Course
- » 40-yard-dash
- » Fitness station
- » Balance and climbing play area



TRI-STAR ACTIVITY

- » Branded activity track
- » Fitness stations
- » Freestanding play
- » Small play area
- » Community pavilion



FITNESS AND FUN

- » Challenge course
- » Fitness station
- » 2-5 play area
- » 5-12 play area
- » Community lawn

Each project budget includes installation and maintenance funds. Full details available in the appendix.



The **Thrive and Play** Package features exciting amenities for communities seeking an inclusive and multi-generational space. This package includes an inclusive, ramped playground for ages 2-12 with accessible poured-in-place surfacing, a swing area, a community pavilion with seating, and a Thrive exercise system for children and adults 13+ years.

**Minimum space requirements:
(87' x 153' or 13,311 sq.)**

FEATURES

- » Inclusive, ramped playground for ages 2-12 and freestanding play elements
- » Swing area with inclusive swing seats and an Expression Swing
- » Community pavilion with picnic tables
- » Thrive 450 fitness station for ages 13+
- » Sidewalk
- » Bike rack
- » Trash receptacles



COMMUNITY AREA

- » 20x24 Pavilion
- » 4 Picnic Tables
- » Trash Receptacles

FITNESS STATION

- » Thrive 450 Functional Training System

BLUECROSS HEALTHY PLACE ENTRY SIGN

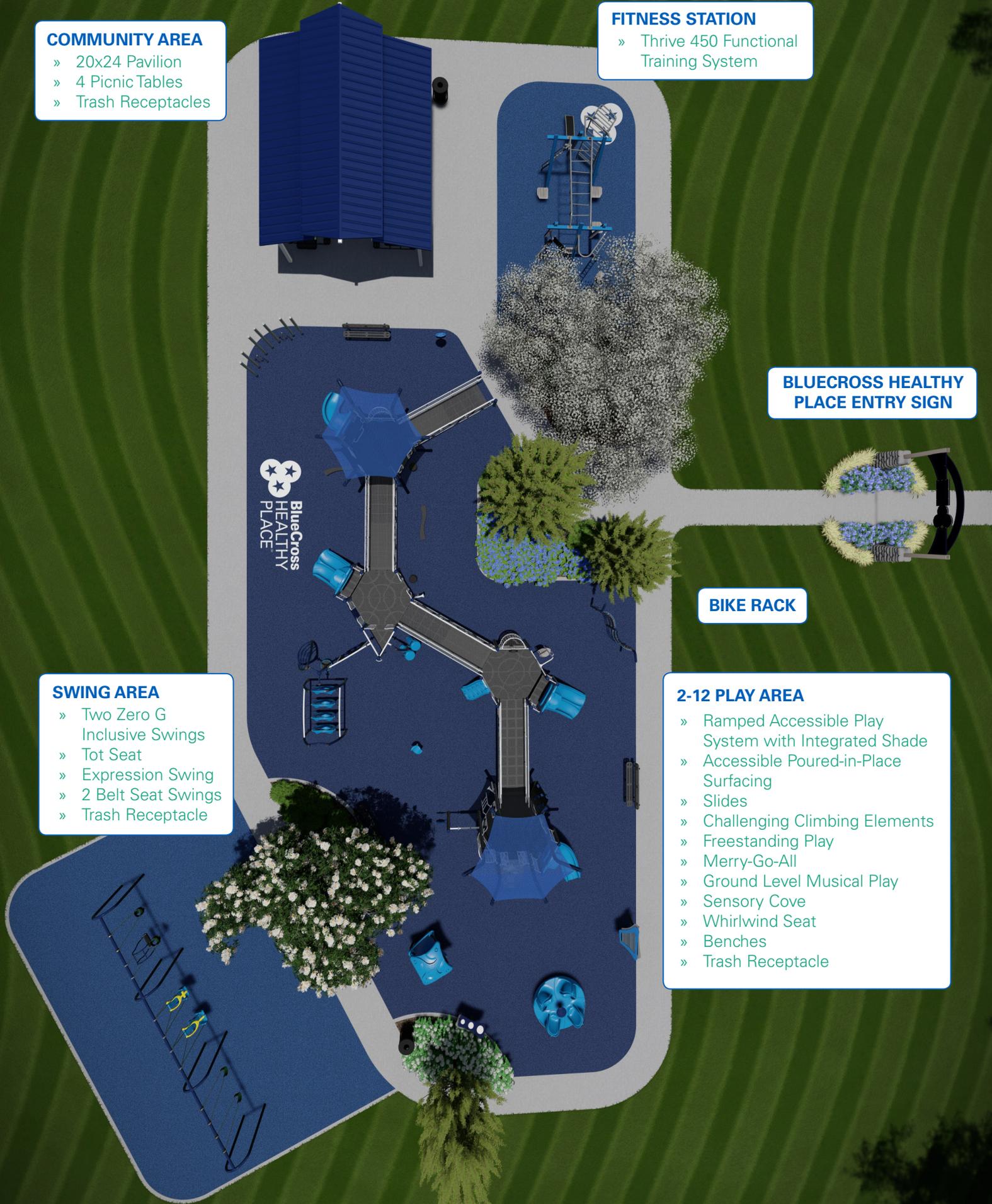
BIKE RACK

SWING AREA

- » Two Zero G Inclusive Swings
- » Tot Seat
- » Expression Swing
- » 2 Belt Seat Swings
- » Trash Receptacle

2-12 PLAY AREA

- » Ramped Accessible Play System with Integrated Shade
- » Accessible Poured-in-Place Surfacing
- » Slides
- » Challenging Climbing Elements
- » Freestanding Play
- » Merry-Go-All
- » Ground Level Musical Play
- » Sensory Cove
- » Whirlwind Seat
- » Benches
- » Trash Receptacle





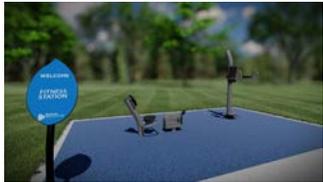
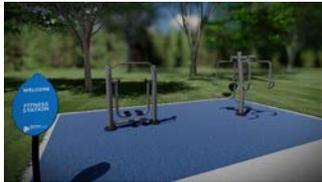
COMMUNITY HUB

The **Community Hub** Package includes a pavilion surrounded by fitness and play elements. This package features a 2-5 and 5-12 play system with accessible poured-in-place surfacing, a swing area, 3 outdoor fitness stations for cardio, balance and strength workouts, and a pavilion with picnic tables and trash receptacles. Here, the entire community can enjoy fitness, play, walking and picnics.

**Minimum space requirements:
(160' x 109' or 17,440 sq. ft.)**

FEATURES

- » 2-5 and 5-12 play systems with poured-in-place surfacing
- » Swing area with tot swing, Expression Swing and traditional belt seats
- » 20x24 pavilion with picnic tables and trash receptacles
- » 50 feet of sidewalk to access play and fitness amenities
- » Benches
- » Bike rack



BLUECROSS HEALTHY PLACE ENTRY SIGN

FITNESS STATION 1

- » Recumbent Cycle
- » Captain's Chair

50 FT OF SIDEWALK AT FIVE FT WIDE

5-12 PLAY AREA

- » Benches
- » Poured-in-Place Surfacing with Logo
- » 5-12 Play System with Integrated Shade, Slides, Net Climbers
- » Whirlwind Seat

SWING AREA

- » 1 Expression Swing
- » 1 Tot Seat
- » 4 Belt Seat Swings

FITNESS STATION 2

- » Leg Press
- » Balance Board
- » Body Curl

COMMUNITY AREA

- » 20x24 Pavilion
- » 4 Picnic Tables
- » 2 Trash Receptacles

BIKE RACK

FITNESS STATION 3

- » Chest Press
- » Cardio Walker

2-5 PLAY AREA

- » Benches
- » Poured-in Place Surfacing
- » Whirlwind Seat
- » 2-5 Play System with Slides, Climbers and Balance Beams
- » Upper Body Trainer
- » Trash Receptacle



The **Family Fun** Package provides fun activities for children — and their parents, too. This package features inclusive play systems for ages 2-5 and 5-12. Play activities include an inclusive Rock N Raft, Merry-Go-All, sensory seats, slide transfers and climbers. Children and adults can swing together on Expression Swings and accessible Zero G swing seats. Adults can keep a close eye on the kids while working out in the nearby fitness zone, which includes equipment for strength training and balance.

**Minimum space requirements:
(137' x 105' or 14,385 sq. ft.)**

FEATURES

- » 2-5 and 5-12 play systems with poured-in-place surfacing
- » Swing area with Zero G swings, Expression Swing and traditional belt seats
- » Fitness station with 5 unique activities
- » 50 feet of sidewalk to access play and fitness amenities
- » Benches
- » Bike rack
- » Trash receptacle



2-5 PLAY AREA

- » Bench
- » Poured-in-Place Surfacing
- » Ramped Play System with Slides
- » ADA Slide Transfers
- » Integrated Shade
- » Ground Level Musical Play
- » Sensory Wave Seat

BIKE RACK

BLUECROSS HEALTHY PLACE ENTRY SIGN

50 FT OF SIDEWALK AT FIVE FT WIDE

FITNESS STATION

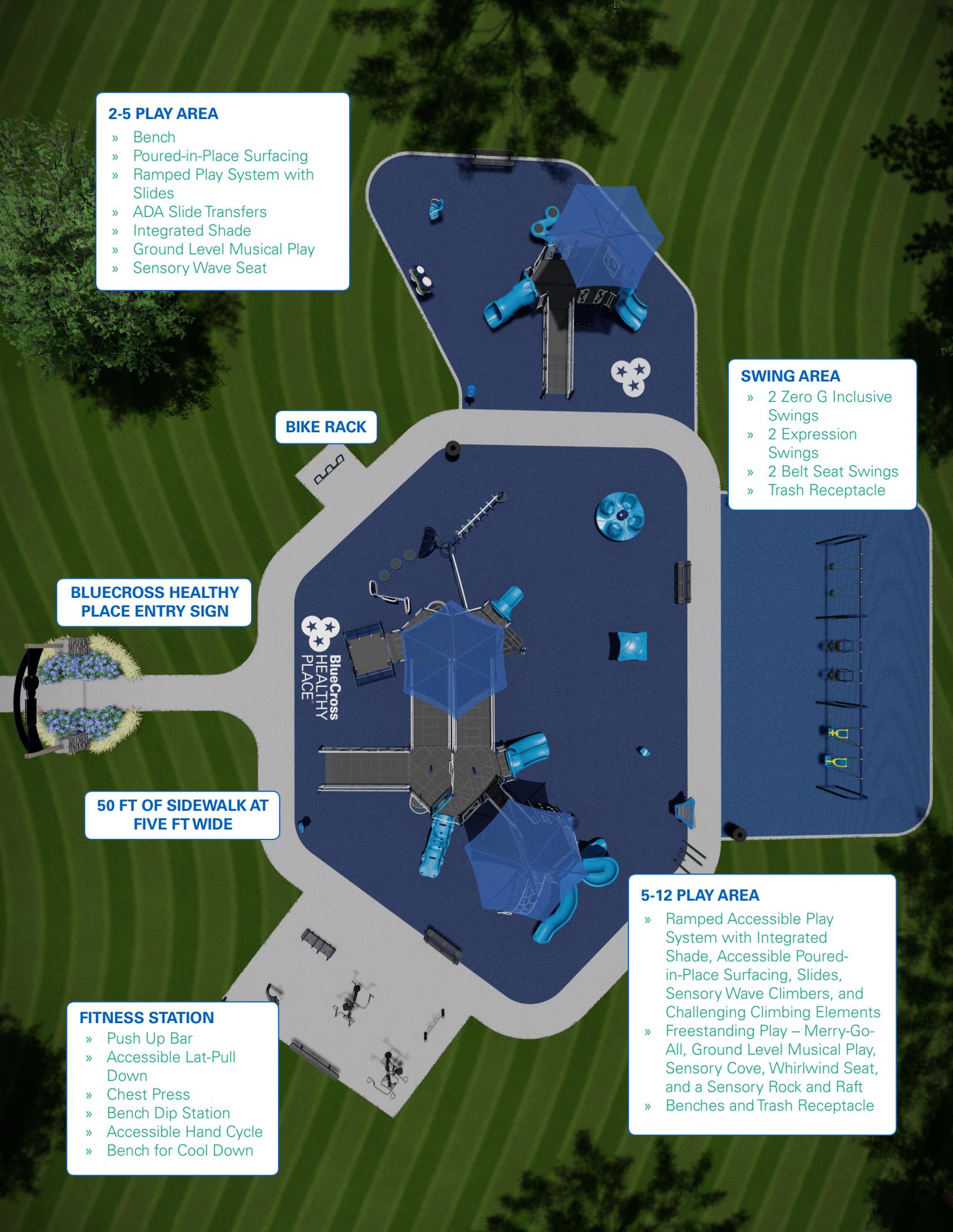
- » Push Up Bar
- » Accessible Lat-Pull Down
- » Chest Press
- » Bench Dip Station
- » Accessible Hand Cycle
- » Bench for Cool Down

SWING AREA

- » 2 Zero G Inclusive Swings
- » 2 Expression Swings
- » 2 Belt Seat Swings
- » Trash Receptacle

5-12 PLAY AREA

- » Ramped Accessible Play System with Integrated Shade, Accessible Poured-in-Place Surfacing, Slides, Sensory Wave Climbers, and Challenging Climbing Elements
- » Freestanding Play – Merry-Go-All, Ground Level Musical Play, Sensory Cove, Whirlwind Seat, and a Sensory Rock and Raft
- » Benches and Trash Receptacle



ELITE FITNESS

Looking for a community fitness destination? The **Elite Fitness** Package includes competitive activities that children and adults can enjoy. The challenge course is a timed* obstacle course that visitors ages 13+ can compete on together. Children and adults can also race one another on the timed* 40 yard-dash. For an element of active play, children can climb a large net climber, crawl and climb on a crawl tube, or balance on the stratus climber. Located between the challenge course and play area, freestanding fitness equipment offers individual opportunities for a well-rounded workout.

**Minimum space requirements:
(171' x 70' or 11,970 sq. ft.)**

FEATURES

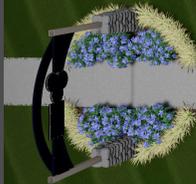
- » Pro Challenge Course 5000 with synthetic turf
- » Timed two-lane 40-yard dash with synthetic turf
- » Freestanding play equipment on poured-in-place surfacing
- » Fitness station with 4 activities
- » Sidewalk
- » Benches
- » Trash receptacles



CHALLENGE AREA

- » Synthetic Turf
- » Pro 5000 Challenge Course with 11 Obstacles and Timing (See requirements for timing system)

BLUECROSS HEALTHY PLACE ENTRY SIGN



FITNESS STATION

- » Chest Press
- » Bench Dip Station
- » Hand Cycle
- » Push-Up Bar
- » Bench

FREESTANDING PLAY AREA

- » Stratus Climber
- » Discover Cave and Climber
- » Omni TriNet
- » Bench
- » Poured-in-Place Surfacing



40-YARD-DASH

- » Synthetic Turf Two-Lane 40 Yard Dash with Timing (See requirements for timing system)

TRI-STAR ACTIVITY

Does your community need a little bit of everything, with lots of opportunities for fitness and play? The **Tri-Star Activity** Package includes six fitness stations, three play pods, a play system, and a community pavilion with grills and picnic tables. The nature-themed play pods include climbing and crawling activities for children. The fitness stations have activities for adults of all ages and abilities, including balance, cardio and strength training exercises.

**Minimum space requirements:
(200' x 211' or 42,200 sq. ft.)**

FEATURES

- » 2-12 play system with poured-in-place surfacing
- » 20x24 pavilion with picnic tables and trash receptacles
- » Sidewalk surrounded by 6 fitness stations and 3 play pods
- » Benches



BLUECROSS HEALTHY PLACE ENTRY SIGN

PLAY POCKET 3

- » Bench
- » Vine Climbers
- » Tree Climbers

FITNESS STATION 5

- » Plyometric Boxes
- » Balance Board

FITNESS STATION 2

- » Thrive 450 Fitness Equipment

PLAY SYSTEM

- » Poured-in-Place Surfacing
- » 2-12 Play System with Slides and Transfer Platform
- » Bench

FITNESS STATION 6

- » Assisted Step Trainer
- » Shoulder Rotator

FITNESS STATION 1

- » Parallel Bars
- » Accessible Chest Press

PAVILLION

- » 20x24 Pavilion
- » 4 Picnic Tables
- » Outdoor Grill (2)
- » Trash Receptacle

PLAY POCKET 1

- » Dragonfly Seesaw
- » Frog Climber
- » Poured-in-Place Surfacing

PLAY POCKET 2

- » Crawl-Thru Log
- » Log Balance Beam
- » Tree Stump Stepping Pods
- » Poured-in-Place Surfacing

FITNESS STATION 3

- » Bench
- » Cardio Walker
- » Hand Cycle

FITNESS STATION 4

- » Bench
- » Sit-Up Station
- » Body Curl Station



FITNESS AND FUN

Your community will enjoy the best of both worlds with the **Fitness and Fun Package**. This package includes a 2-5 and 5-12 play system with a handful of challenging play and accessible activities, a fitness station that sits next to an artificial grass lawn and a challenge course. The play and challenge course areas will be installed on accessible poured-in-place surfacing.

**Minimum space requirements:
(108' x 104' or 11,232 sq. ft.)**

FEATURES

- » 2-5 and 5-12 play systems with poured-in-place surfacing
- » Fitness station with 6 activities
- » A timed* Challenge Course 3000 with poured-in-place surfacing
- » Benches
- » Artificial grass lawn next to the fitness station

*See requirements for timing systems





BLUECROSS HEALTHY PLACE ENTRY SIGN

CHALLENGE COURSE

- » Poured-In-Place Surfacing
- » Pro 3000 Challenge Course with 7 Obstacles and Timing (see requirements for timing systems)
- » Bench

5-12 PLAY AREA

- » Benches
- » Play System with Integrated Shade, Slides,
- » Wall Climber
- » Musical Play
- » Poured-in-Place Surfacing with Logo
- » Whirlwind Seat

FITNESS STATION

- » Balance Board Station
- » Captain's Chair
- » Bench Dip Station
- » Accessible Hand Cycle Station
- » Push-Up Bars
- » Bench

2-5 PLAY AREA

- » Benches
- » Play System with Shade
- » Poured-in-Place Surfacing
- » Musical Play
- » Slides, Climbers, Transfer Platform, Balance Beam
- » Trash Receptacle

ARTIFICIAL GRASS LAWN



BUILD REQUIREMENTS AND SPECIFICATIONS

PROJECT BUILD PARTNER

BlueCross is collaborating with the GameTime Division of PlayCore, a leading national manufacturer of institutional playground and fitness equipment; site furnishings; shade and shelter structures; water play; and other recreational products.

PlayCore is a licensed (#50559) Tennessee and multi-state general contractor providing comprehensive “turnkey” BlueCross Healthy Place services: design and engineering; equipment layout, factory-certified assembly and installation; play and fitness area drainage; impact-attenuating safety surfacing and synthetic turf; landscaping beds and plantings; seed and straw restoration of construction site; ancillary goods and services as appropriate; and work completion inspection.

SIDEWALKS AND ENTRIES

All BlueCross Healthy Places also include perimeter and internal area sidewalks; concrete landscape bordering; fitness instructional signage; and an entrance package featuring a BlueCross-branded rock pillar entry sign, bicycle rack, and ADA access sidewalk extending from the amenity area to an existing accessible route (i.e.: ADA compliant sidewalk or accessible parking area).

PlayCore can provide more sidewalk length if needed to comply with ADA standards and guidelines and site requirements at an additional cost to the grantee. Package renderings are for presentation purposes only and may not totally reflect the finished product due to modifications to accommodate specific location sites.

CHALLENGE COURSE AND 40-YARD DASH TIMING APPARATUS

Packages with a challenge course and 40-yard dash have a timing apparatus requiring 110 Volt (low voltage) power on site. The grantee will be responsible for furnishing electric service to the connection points for each amenity and, if required, an electric meter, meter box, electrical permit or other necessities. PlayCore will complete the electrical hookup.



BUILD REQUIREMENTS AND SPECIFICATIONS (CON'T)

DRAINAGE

BlueCross Healthy Places include drainage provisions for recessed equipment installations with piping exiting to daylight within 50 lineal feet beyond the package perimeter. Any additional drainage required will be provided by the grantee or PlayCore, but at grantee's expense.

Typically building permits are not necessary for projects the scope and size of a BlueCross Healthy Place, but local codes, ordinances and interpretations can vary. Should a permit(s) be needed, its cost and any required plans or document preparation, including plan professional stamping, will be paid for by the grantee. PlayCore will arrange for the location of existing public utilities prior to disturbing the site for construction purposes. The grantee is responsible for locating private utilities. If local requirements dictate, or site topography and soil conditions necessitate a professional land or geotechnical survey, the cost will be borne by the grantee.

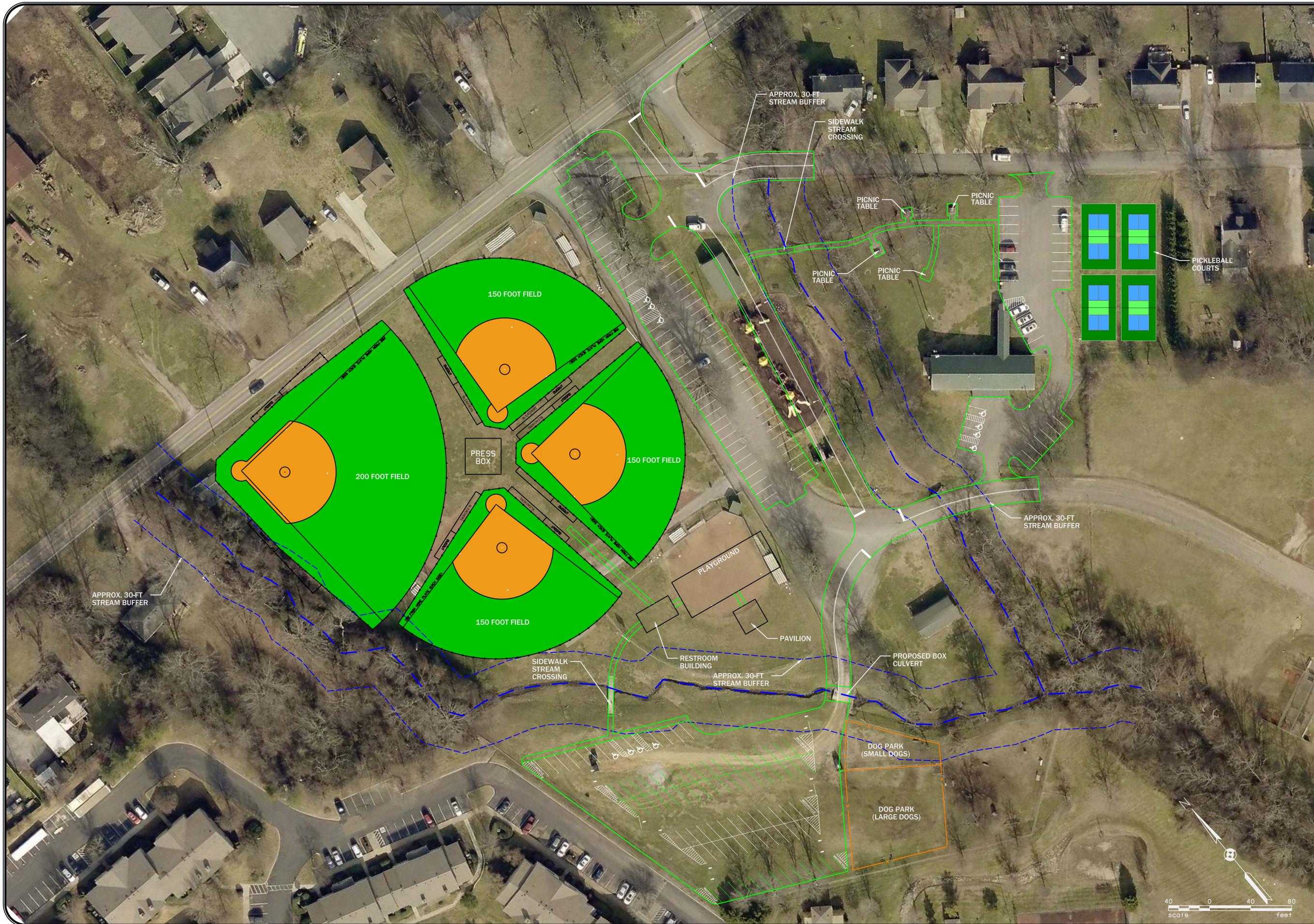
SITE TOPOGRAPHY AND MAINTENANCE

Grantees' sites are expected to be clear, level (flat within 2% maximum grade), free of obstacles, buried utilities, tree stumps, bedrock, or any concealed materials or conditions that result in additional construction labor or material costs. Sites shall permit unrestricted access for large construction equipment and delivery trucks and include a staging area for unloading and storage of build materials prior to installation.

Upon completion of construction, general maintenance and upkeep of BlueCross Healthy Place equipment and environment will transfer to the grantee.

COMPLIANCE

All BlueCross Healthy Place designs comply with ASTM F 1487-17, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; Handbook for Public Playground Safety Publication 325 by the U.S. Consumer Product Safety Commission; Guide to ADA Accessibility Guidelines for Play Areas published by the U.S. Access Board; and ASTM F 3021-15, Standard Specification for Universal Design of Fitness Equipment for Inclusive Use by Persons with Functional Limitations and Impairments.



DEMPSEY, DILLING & ASSOCIATES
 a DIVISION OF THOMAS & HUTTON
 www.thomasandhutton.com
 502 Hazelwood Drive
 Smyrna, Tennessee 37167
 ph. (615) 220-5800



DATE: FEBRUARY, 2020
 DRAWN BY: HALL
 CHECKED BY: HALL
 APPROVED BY: HALL

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CONCEPTUAL LAYOUT
EVANS PARK BALL FIELDS
CITY OF SPRING HILL
MAURY COUNTY, TENNESSEE

REV	DESCRIPTION	DATE

SHEET NO.



JOB NO.: 28298.0016

EVANS PARK IMPROVEMENTS COST ESTIMATE

UPDATED: FEBRUARY 21, 2020

ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
150' BALL FIELD W/ LIGHTING	EACH	3.00	\$375,000.00	\$1,125,000.00
200' BALL FIELD W/ LIGHTING	EACH	1.00	\$450,000.00	\$450,000.00
30' STREAM CROSSING PEDESTRIAN WALKWAY	EACH	1.00	\$60,000.00	\$60,000.00
4" SIDEWALK	S.F.	5,550.00	\$6.50	\$36,075.00
50' STREAM CROSSING PEDESTRIAN WALKWAY	EACH	1.00	\$100,000.00	\$100,000.00
CONCRETE CONCOURSE	S.F.	24,150.00	\$8.50	\$205,275.00
CONCRETE SLAB FOR PICNIC TABLES	EACH	4.00	\$2,500.00	\$10,000.00
CONSTRUCTION LAYOUT	LS	1.00	\$50,000.00	\$50,000.00
CURB STOPS (ALONG SIDEWALKS ONLY)	EACH	81.00	\$150.00	\$12,150.00
DEMOLITION	LS	1.00	\$100,000.00	\$100,000.00
EROSION CONTROL & FINAL STABILIZATION	LS	1.00	\$60,000.00	\$60,000.00
IRRIGATION	LS	1.00	\$100,000.00	\$100,000.00
MOBILIZATION	LS	1.00	\$210,000.00	\$210,000.00
PARKING LOT: ADJACENT TO DOG PARK	S.F.	42,250.00	\$7.00	\$295,750.00
PARKING LOT: ADJACENT TO BALL FIELDS	S.F.	23,845.00	\$5.00	\$119,225.00
PARKING LOT: OVERLAY @ COMMUNITY CENTER	S.F.	17,000.00	\$2.00	\$34,000.00
CONSTRUCT NEW ROADWAY	S.F.	25,000.00	\$8.00	\$200,000.00
PICKLEBALL COURTS	EACH	4.00	\$15,000.00	\$60,000.00
PICNIC TABLES	EACH	4.00	\$3,000.00	\$12,000.00
PLAYGROUND	LS	1.00	\$75,000.00	\$75,000.00
PRESS BOX (2-LEVEL @ 1,200 S.F./LEVEL	LS	1.00	\$600,000.00	\$600,000.00
RELOCATE EXISTING PAVILION/SHELTER	LS	1.00	\$40,000.00	\$40,000.00
RESTROOM BUILDING	LS	1.00	\$250,000.00	\$250,000.00
ROADWAY OVERLAY	S.F.	34,900.00	\$2.00	\$69,800.00
SITE GRADING & DRAINAGE	LS	1.00	\$100,000.00	\$100,000.00
STRIPING-2' STOP BAR	L.F.	85.00	\$15.00	\$1,275.00
STRIPING-4" LINE (ALL TYPES)	L.F.	7,432.00	\$2.00	\$14,864.00
STRIPING-HANDICAP DECALS	EACH	12.00	\$150.00	\$1,800.00
STRIPING-PARKING LOT DIRECTION ARROWS	EACH	24.00	\$150.00	\$3,600.00
			SUBTOTAL	\$4,395,814.00
			15% CONTINGENCY	\$659,372.10
			CONSTRUCTION TOTAL	\$5,055,186.10
			SURVEYING	\$10,000.00
			GEOTECHNICAL	\$10,000.00
			DESIGN ENGINEERING	\$380,000.00
			PERMITS (ARAP/SWPPP)	\$7,500.00
			PROJECT TOTAL **	\$5,462,686.10

** THE PROJECT TOTAL SHALL BE CONSIDERED AN ESTIMATE ONLY, AND SHALL NOT BE CONSTRUED AS AN ACTUAL ANTICIPATED PROJECT COST. THE ESTIMATE IS BASED ON A PRELIMINARY LAYOUT SKETCH. THE COSTS WERE DETERMINED WITH MULTIPLE ASSUMPTIONS, AND ACTUAL COMPLETED COST WILL VARY DEPENDING ON DESIGN REQUIREMENTS AND THE CONSTRUCTION MARKET AT THE TIME OF BIDDING. COSTS SHOWN ARE BASED ON INFORMATION FROM MULTIPLE SOURCES INCLUDING ACUTAL BIDS. ENGINEERING AND DESIGN FEES ARE ESTIMATES AS WELL, AND ACTUAL PROPOSAL COSTS MAY VARY.



City of
SPRING HILL
TENNESSEE
est. 1809

Evans Park Playground Options

0 50 ft 100 ft

www.interactiveGIS.com Printed 08/10/2020



August 7, 2020

Kayce Williams
Director of Parks and Recreation
4237 Port Royal Road
Spring Hill, Tennessee 37174

**Re: Professional Services Agreement
BlueCross Healthy Place Grant Program
Application Preparation Services
Spring Hill, Tennessee**

Dear Ms. Williams:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant" or "we") is pleased to submit this letter agreement (the "Agreement") to the City of Spring Hill ("the Client" or "you") for professional consulting services to prepare an application for the BlueCross Healthy Place Grant Program. A detailed description of our Scope of Services, Fee, and Schedule are as follows:

SCOPE OF SERVICES

Task 1 – Project Coordination Services and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

A Kimley-Horn staff person will visit the proposed site to document existing conditions via photographs and hand written notes as well as meet with the Client up to two (2) times during the grant preparation process if needed.

Task 2 – Grant Application

Kimley-Horn will complete the application text via the online Grant Portal for the Partner Overview, Community Demographics, 2021 Project Details, and Project Location Information. The City will provide three letters of support for Kimley-Horn to upload as well as review the Legal Agreement Documentation for approval prior to Kimley-Horn checking this box as completed. The City will also provide the property metes and bounds, legal land ownership documentation, and the most recent land survey.

Task 3 – Site Evaluation and Schedule

Kimley-Horn will compile aerial imagery and GIS data from the City to evaluate the proposed site at Evan Parks and suggest which of the 6 BlueCross design options fit within the site constraints. Kimley-Horn will also communicate to the Client whether retaining walls might be necessary based on the grant's maximum slope requirements. If Dempsey Dilling provides the existing Evans Park improvements CAD file, Kimley-Horn will make minor layout revisions based on changes the City desires that will consist of removing the tennis courts, adding a pavilion, and adding the proposed playground to include as one of the four images in the grant application.

Kimley-Horn will provide a draft project schedule that will consist of any site improvements required prior to the third-party installation for the City to review prior to submitting as a part of the application.

Task 4 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Design phase services
- Coordination with BCBS if City is awarded project
- Others as requested by the Client

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that meets the application deadline of August 31, 2020.

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1-3 for the total lump sum fee of \$3,400. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice. Kimley-Horn will perform the services described in Task 4 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 4 will not be performed without authorization from you.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the **City of Spring Hill**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed

agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Christopher D. Rhodes, P.E.
Senior Associate

Attachment – Standard Provisions

Agreed to this 17th day of August, 2020.

City of Spring Hill, Tennessee
A Municipality



(Signature)

August, 17, 2020

(Date)

Rick Graham, Mayor

(Print or Type Name and Title)

kwilliams@springhilltn.org
rgraham@springhilltn.org

(Email Address)

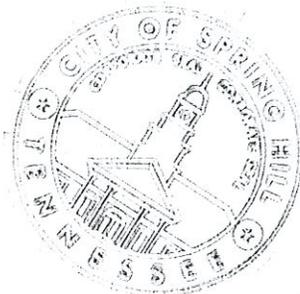
April Good, Witness

(Signature)

APRIL GOOD, City Recorder

(Print or Type Name)

Official Seal:



KIMLEY-HORN AND ASSOCIATES, INC.**STANDARD PROVISIONS**

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incidental to the responsibilities of the Client.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
 - (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days

of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the

total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant

exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Tennessee. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.