



April 1, 2019

Ms. Nasha McCray
Director Park and Recreation Department
City of Greensboro
1004 Fourth Street
Greensboro, NC 27405

RE: Proposal for Design Services
 Battleground Park District (BPD)
 Phase I Design Development
 Phase II Schematic Design
 Proposal No: 19-000-017 **(Revised)**

Dear Nasha:

We appreciate the opportunity to present a proposal for the above-referenced projects related to the Battleground Parks District in Greensboro, NC. The scope for this proposal is based on past emails and discussions.

Based on these discussions, the scope for the Phase I portion is to complete the **design development phase for the schematic design that was completed by our team earlier this year**. The design encompasses several components including the redevelopment of the hillside between the Greensboro Science Center and Country Park with several site features, picnic shelters, a restroom and support building, ticketing/entry building near the carousel plaza, amphitheater shared with the GSC, renovation of a portion of Nathanael Greene Drive into a pedestrian promenade terminating in a new visitor center/education building. This project will be further developed with our team of Surface 678, Westcott Small and Associates, Stanford White and Calyx Engineers.

The scope for the Phase II portion is for conceptual design services to analyze and develop a comprehensive Schematic Design for the Battleground Parks District. This unique set of parks and open space consists of the Guilford Courthouse National Military Park, City of Greensboro Country Park, Greensboro Science Center, J. Spencer Love Tennis Center, Forrest Lawn Cemetery, Lewis Recreation Center, and the BPD Phase I design that includes the Rotary Club of Greensboro's Centennial Carousel. This study will also involve reviewing the Atlantic & Yadkin Greenway connections and their access to the facilities listed above. The design will be developed through work with our design team that includes Surface 678 and Westcott Small along with the City of Greensboro Facilities and Parks and Recreation staff and the Greensboro Science Center, with the goal of producing an overall masterplan and conceptual design for each component.



Lindsey Architecture's Team and Responsibilities:

- | | |
|---------------------------------|---|
| • Lindsey Architecture | Architectural Design and Project Management |
| • Westcott Small and Associates | Civil Engineering |
| • Surface 678 | Landscape Architecture |
| • Calyx Engineers | Structural Engineering (Phase I DD only) |
| • Stanford White | Mechanical, Electrical, Plumbing and Fire Protection Engineering (Phase I DD only) |

Our understanding of Lindsey Architecture's scope and corresponding fees is as follows:

Phase I Design Development:

This phase will serve to further develop the conceptual design for the Phase I area of BPD recently completed by our team. This phase includes:

- Refine the project documents created in the schematic design phase to include more detail
- Perform programming exercises for building(s) to develop floor plans and building footprints to be incorporated into site design
 - 3,000 sf Visitor Center/Education Building
 - Five (5) shade Canopies/Kiosks. Each approximately 20' long.
 - Four (4) Open-air Picnick Shelters. All to be similar design but varying in size (largest assumed to be 30'x40')
 - 300 sf Ticketing/Support Building
 - 1,000 sf Restroom/Support Building
 - Two (2) Piers that are identical in design
 - 250 seat Amphitheater with raised stage and modest shade structure
- Generate building design for each building, and provide a computer model for each building to be incorporated into the overall site model
 - (3) photorealistic renderings focused on the buildings are included. Additional images can be provided for an additional fee of \$500 per image.
- Once building plans are determined, provide preliminary designs for building systems
- Identify specific site elements (i.e.: swings, nature play areas, overhead bike ziplines, etc.) to be included in the design
- Develop preliminary site, grading and utility plans which will be submitted to Greensboro Sketch Plan review
- Determination length and size of retaining walls
- Determining any required Public Art Foundations. This proposal includes five (5) unique foundations.
- Use the above information to further develop the landscaping, site infrastructure and grading plans
- **Deliverables:**
 - **Civil**
 - **Site Plan**
 - **Grading and Paving plans including contours**
 - **Utility Plan**
 - **Architectural**
 - **Building Code Analysis**
 - **Floor plans**
 - **Reflected Ceiling plans**



- **Building Elevations**
 - **Typical Wall Sections**
 - **Material Selections**
- **Landscape**
 - **Landscape Plan**
 - **Grading and paving plans included contours for areas not included by civil**
 - **Activity Area Plan and preliminary details**
 - **Play Structure plan and details**
- **Structural**
 - **Foundation plan and Roof Framing plan.**
 - **Column sizes.**
- **Mechanical**
 - **Single line floor plans showing equipment locations and duct and pipe runs**
 - **Mechanical rooms equipment layout**
 - **Catalog cuts for all equipment**
- **Electrical**
 - **Single line floor plans showing main electrical supply locations and distribution to local panels**
 - **Electrical room equipment layout**
 - **Catalog cuts for all electrical equipment**
- **Plumbing/Fire**
 - **Single line floor plans showing sanitary and supply lines**
 - **Roof Drainage Plan**
 - **Preliminary Fire Protection plan**
 - **Catalog cuts for all fixtures and equipment**
- **Design Meetings:**
 - Architectural Design: **10**
 - Civil Design: **6**
 - Landscape Design: **10**
 - Structural Design: **2**
 - MEP/FP Design: **4**

Phase II Schematic Design:

- Review of all existing master plans (BPD, GSC, Spencer Love Tennis Expansion, NM Park, Mt. Pisgah Church Parking Expansion, Carousel, Forrest Lawn Cemetery, etc.) in order to produce an updated overall master plan document for the District including an updated conceptual site plan/layout.
- Investigation into and review of Greensboro DOT and NC DOT future plans for the area.
- Review and inclusion of City of Greensboro Parks and Recreation's recently completed "Plan-2-Play" study results
- Analyzation of current pedestrian and vehicular circulation and connectivity, as well as recommendation of potential modifications to site circulation
- Development of Parking Study and recommendations for the District
 - A Traffic Engineer has not been included as part of this phase because we are not sure what has been done as part of one of the studies noted above.



- o The study includes the current parking calculations for all parking areas within the BPD boundary, a description of access and general condition, and possible expansion or new parking area opportunities. A usage review will not be performed, although anecdotal evidence provided by the City will be included.
- Development of a Family of Signage for the complete District
 - o This will include determining the appropriate locations of signs at all scales, from pedestrian to vehicular.
 - o The actual design of the signs will be included in future design phases
- Development of appropriate design standards, setbacks, etc. for BPD Overlay District
 - o Rezoning of the BPD Overlay District could be done in this phase or in subsequent phases of design
- Conduct a Pre-Design meeting with the City of Greensboro TRC staff to review and identify any potential issues with the design prior to moving forward with design
- Design Meetings
 - o Facilitate and participate in three (3) one-day design meetings.
 - o Bi-monthly meetings and design updates for the expected six (6) month process.
- Schematic Design Deliverable
 - o A detailed Site Analysis for the areas described above.
 - o Schematic Design Drawings – Overall Site Concept Plan.
 - o Parking Study including Pedestrian and Vehicular Circulation.
 - o Signage Schematic Design – includes generic types and locations.
 - o Conceptual Elevation Sketches or Renderings of the components listed above that can be used for promotional materials.
 - o A detailed narrative describing the contents, activities, and other features listed above which include listing programs, materials, systems and character.

Exclusions:

- Permit fees, development fees, review fees, inspection fees, impact fees, meter fees, capacity use fees, bonds, site plan approval fees, nitrogen buy down credits or other fees by governing agencies.
- Environmental services such as 401/404 permit requirements for the CORPS and NC Division of Water Quality (DWQ) Section, identification of rare or special animals and vegetation, archeological explorations, Phase I Environmental reports, or Environmental Impact Statements.
- Roadway encroachment agreements are not included.
- Survey with metes and bounds and one-foot contour intervals with surrounding use and zoning, boundary, easements, stream buffers, stream buffers, stream and buffer setbacks, above and below ground utilities, lights, signs, existing trees, and other features.
- As built survey, construction staking, and platting.
- Design of water feature past Design Development. Any water feature's design will be provided on a design-build agreement with the general contractor.
- Traffic design services such as impact studies/analysis, signal modification, public roadway design.
- Downstream studies (storm and sanitary sewer) flood studies.
- Stormwater BMP Design.
- Attendance of Planning and Zoning Meetings.
- Rezoning & Special Use Permit.



- Off-site improvements, including turn lanes, improvements to Orman Road, Nathanael Green Dr. and utility extensions.
- Environmental/Geotechnical Engineering/Testing.
- LEED Documentation.
- Cost Estimates, Quantities, Takeoffs.
- Irrigation, gas, telephone, cable, fiber, and main electrical service design.
- Sanitary sewer force main and/or pump station.
- Fire flow calculations, fire pump calculations and associated permits.
- Design and detailing of permanent or temporary shoring system.
- No deep foundations
- Playground equipment/structures will be pre-engineered/manufactured.
- Zip-line towers are excluded.
- Special Inspections
- Classroom or Office furniture.

Lindsey Architecture's lump sum fee proposal based on the scope of work stated above is as follows:

Phase I Design Development

Lindsey Architecture.....	\$ 120,100.00
Surface 678.....	\$ 42,147.00
Westcott Small.....	\$ 40,062.00
Calyx Engineers.....	\$ 29,634.00
Stanford White.....	\$ 17,622.00
Reimbursable Expenses	\$ 2,750.00

Total Phase I Design Development Proposed Fee:..... \$252,315.00

Phase II Schematic Design

Lindsey Architecture.....	\$ 42,360.00
Surface 678.....	\$ 35,800.00
Westcott Small.....	\$ 48,675.00
Reimbursable Expenses	\$ 2,500.00

Total Phase II Schematic Design Proposed Fee:..... \$129,335.00

Grand Total Proposed Fee:..... \$381,670.00

Optional Design Services

Fine Plan Rendering.....	\$ 3,500.00
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Construction Documents and Construction Administration services are not included in this proposal. Any documents requested beyond the Phase I deliverables listed above will be provided on an hourly basis or a separate contract.



Once the team has delivered the items completed during the Phase II SD phase, we feel that we will have enough scope and direction that we can provide an accurate Design Development Fee that will cover at least the following:

- Soil Borings - once the SD layout is complete, the actual locations for necessary borings can be selected
- In this phase, with the layout from the SD Phase, we can then go through the TRC Sketch Plan Review once we have addressed any comments from our Pre-Design meeting.
- Rezone the BPD Overlay District, if it wasn't done as part of the SD Phase.
- Analysis and recommendation of the infrastructure improvements once the scope is determined in the SD Phase.
- We would recommend that the city go ahead and have the dams inspected.
- Once we get to this phase, we feel that we can provide a cost estimate as well as work with you to determine the best phasing of the project based on the budgets.
- Reimbursable expenses such as postage, printing/reproduction of materials for workshop and final deliverable, etc. is included up to the amount listed in the above proposed fee. Excluded from the base services for this design phase are MEP design, civil design, detailed landscape design, site electrical or lighting design. Should additional services be required and requested by you beyond the agreed upon scope of services, we will provide the services and bill in accordance with the attached rate schedule.

Thank you again for allowing us to present these proposed fees to you for the continuation of the design for Phase I and the schematic design for Phase II of the Battleground Parks District. We look forward to working with you again and continuing to build our relationship. Please let us know if you have any questions or comments.

Sincerely,

Rodney M. Lindsey, AIA
President



All terms and conditions of the prime proposal letter shall govern the agreement between parties, and shall be further supplemented by the following provisions regarding payments, hourly rates, and additional services and reimbursable expenses

Hourly Rate Schedule

Principal	\$	150.00
Senior Architect	\$	130.00
Senior Interior Designer	\$	130.00
Project Architect	\$	115.00
Interior Designer	\$	115.00
Architectural Intern	\$	110.00
Graphic Design	\$	110.00
Technician	\$	100.00
Clerical/Administration	\$	65.00

Reimbursable expenses shall be billed monthly as accumulated, with attached copies of invoices for non-labor direct expenses made on behalf of the project, and shall be billed at one and one tenth (1.1) times cost. Reimbursable expenses include, but are not limited to:

Reimbursable Schedule

Reproduction	
Electrostatic Prints	\$ 0.65 per square foot
Sepia/Vellum	Actual Cost
Photo Copies	\$ 0.10 each
Color Copies	\$ 1.00 each
Mileage	\$ 0.53.5 per mile
Supplies	Actual Cost
Postage/Shipping	Actual Cost
Travel	Actual Cost



Standard Terms and Conditions

These Standard Terms and Conditions have been incorporated by reference into our proposal letter for the performance of architecture, planning, cost estimating, or other professional services. These Standard Terms and Conditions are fully binding upon Lindsey Architecture Clients accepting Lindsey Architecture's letter proposals just as if they were fully set forth in the letter proposals. However, in the case that terms and conditions set forth in the letter proposal contradict terms set forth here, the letter proposal shall supersede.

1. **Period of Offer:**

Lindsey Architecture's proposal to provide professional services must be accepted within thirty (30) days of the date of the proposal and written acceptance will serve as Lindsey Architecture's Notice to Proceed. Written acceptance of the proposal must be signed by an Owner, Partner, Officer, representative, or agent of the client pursuant to authority of client's governing body. Any extension of this thirty (30) day period may only be extended by mutual written agreement of both Lindsey Architecture and the Client.

2. **Client's Authorized Representative:**

Client will specify in writing his authorized representative who will correspond with Lindsey Architecture on the Client's behalf. Lindsey Architecture will, upon initiation of this project, specify the Project Manager who will act on its behalf and communicate with the Client's representative.

3. **Ownership of Documents:**

All field data, drawings, specifications, studies, reports and other documents prepared by Lindsey Architecture for this project (the Documents) are instruments of service for this project only, and Lindsey Architecture shall be deemed the author and owner of the Documents. Lindsey Architecture retains all common law, statutory and other reserved rights, including the copyright in the Documents. The Documents shall not be used by the Client or others for additions to this project or for completion of this project by others, or for use on other projects, without the prior written permission of Lindsey Architecture. The Documents shall not be used for permitting or completion of this project except upon full payment to Lindsey Architecture for the Documents prior to such use.

4. **Fees and Compensation:**

In the event the Client requests Lindsey Architecture to perform additional services not included in the Scope of Work described in Lindsey Architecture's letter proposal, Client agrees to compensate Lindsey Architecture for such services in accordance with the prevailing Hourly Rate Schedule (Current Rate Schedule attached) and an addendum to this agreement will be written. The unbilled portion of lump sum fees shall be subject to renegotiation on each anniversary of the Client's acceptance of Lindsey Architecture's proposal letter to compensate for rising pay scales, changed conditions, and other costs. The schedule of fees does not include fees or charges due to governmental agencies for the review and approval of plans. Upon notification by Lindsey Architecture, the Client shall promptly furnish such fees to the appropriate governmental agencies, so that the documents may be submitted in a timely manner.

5. **Reimbursable Expenses:**

The Client shall pay Lindsey Architecture for all reimbursable expenses incurred by Lindsey Architecture in connection with the performance of professional services for the Client. Printing, mileage, travel expenses, photocopying and computer time shall be invoiced in accordance with our prevailing Rate Schedule. Other direct costs including but not limited to submittal fees, photographic expenses, deliveries and external printing services will be billed at cost plus a handling fee of 10%.

6. **Payment Terms:**

Lindsey Architecture shall submit monthly invoices to the Client based on the estimated percent completion for lump sum or fixed fee elements of the contract, and for actual time spent on hourly rate tasks at prevailing rates (Current Rate Schedule attached). Any sums quoted in Lindsey Architecture's proposal as estimates are estimates only and Client will pay for all services actually rendered whether the sum is less than or exceeds the estimated amount. Payment shall be due upon receipt of the invoice. The fee schedule is based on the prompt payment of bills and the orderly and continuous progress of the project.

If payment is not received within thirty (30) days of billing date, one and one-half percent (1.5%) of the billed amount will be added for each 30 days that the bill is outstanding from the original invoice date. If any invoice is not paid within sixty (60) days of the original date, Lindsey Architecture will be entitled to stop work under this agreement until satisfactory arrangements for payment have been made.



Additionally, Lindsey Architecture reserves the right to refuse to provide to Client or on Client's behalf, any drawings or documents prepared by Lindsey Architecture for Client under this or any other agreement with Client until all delinquent invoices are paid in full. Written notification from Client must be received by Lindsey Architecture within thirty (30) days of the date of a disputed invoice. All payments made on account should specify the invoice numbers being paid. If payments are received that do not indicate the invoices Lindsey Architecture will apply payments against invoices at its discretion.

7. **Coordination Between Client and Lindsey Architecture:**

Client and Lindsey Architecture agree to give prompt written notification to the other of any development or occurrence that might adversely affect the scope or timing of services, or any claim of a defect in the final work submitted by Lindsey Architecture as they are detected. Lindsey Architecture is not liable for damages caused by delays in performance in the services which arise from events beyond our reasonable control.

8. **Construction Costs:**

Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by Lindsey Architecture excluding fees. Lindsey Architecture assumes no responsibility for any project or construction cost estimates or opinions given herein as we have no control over the cost of labor, materials, equipment, or services furnished by others, or over-competitive bidding or market conditions.

9. **Meeting and Conferences:**

I will attend all meetings and conferences required by the Client or other representatives reasonably necessary for successful completion of the Scope of Services. Furthermore, I will meet with public agencies involved in the development of the project on an as-needed basis. Since we cannot forecast the scope and nature of meetings and conferences with public agencies, I will perform this work in accordance with the attached Hourly Rate Schedule.

10. **Plan Processing:**

The project will be designed in accordance with the regulations and policies in effect at this time with the appropriate governmental agency and in accordance with the criteria specified by the Client at the initiation of this project. The fee schedule does not include changes and revisions to the final plans, other than those required through the normal governmental approval process. The Client will be notified of any changes to governmental regulations and policies which will require additional work and fees by Lindsey Architecture.

After acceptance of Lindsey Architecture's proposal, the Client shall promptly furnish the appropriate design criteria for the project to Lindsey Architecture. The Client will be furnished a set of plans for his review prior to their initial submission to government agencies. After Client review and acceptance of plans, any further changes, modifications or revisions requested by the Client or his representatives will be extras to this agreement. Lindsey Architecture provides routine submission of the architectural plans and related documents for approval; however, it may be necessary to perform special processing with different agencies to better serve the needs of the Client. These special services would include but are not limited to: meetings and conferences with different agencies and hand carrying the plans from and to different agencies.

11. **Termination:**

Upon written notification by the Client, Lindsey Architecture will immediately stop work on any phase or item of work which the Client may wish to suspend. In the event that all or any portion of the work performed or partially performed by Lindsey Architecture is suspended, canceled or abandoned the Client shall pay Lindsey Architecture for all work completed or partially completed, on the basis of the fee schedule and estimated percent completion, plus compensation for all authorized extras or additional work. All amounts earned by Lindsey Architecture up to date of cancellation shall be due and payable thirty (30) days from date of cancellation.

12. **Assignment:**

Neither Client nor Lindsey Architecture shall assign, sublet or transfer their interest in, or obligations under, the proposal letter or these Standard Terms and Conditions without the prior written consent of the other party.

13. **Applicable Law:**

These Standard Terms and Conditions shall be interpreted in accordance with the laws of the State of North Carolina.

14. **Modifications:**

The letter proposal and these Standard Terms and Conditions may be modified only by a written document signed by both Lindsey Architecture and Client.

15. **Limitation of Liability:**

Lindsey Architecture's services will be performed in accordance with the letter proposal, these Standard Terms and Conditions, and the Hourly Rate Schedule as applicable, and in accordance with generally accepted standards in performing its professional services. Lindsey Architecture shall use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.



The Client waives all claims against Lindsey Architecture, its employees, agents, stockholders, principals, officers and directors for all consequential damages arising out of or relating to the letter proposal, these Standard Terms and Conditions and professional services furnished by Lindsey Architecture. This waiver includes damages incurred by the Client for remedial expenses, for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons.

Lindsey Architecture's liability to the client and to all third parties due to Lindsey Architecture's negligent acts, errors or omissions shall be limited further such that the total aggregate liability of Lindsey Architecture, its employees, agents, principals, and officers to the client or all third parties shall not exceed the lesser of \$100,000.00 or Lindsey Architecture's total fee for services rendered on this project.

The Client waives all claims against all individual employees, stockholders, principals, directors, officers or agents of Lindsey Architecture arising out of, caused by or in connection with any professional services furnished to the Client. It is agreed that in the event that any judgment is entered against any individual employee, officer, director, owner or agent of Lindsey Architecture the Client will look exclusively to the limited assets of Lindsey Architecture for satisfaction of the judgment.

16. **Attorney's Fees:**

The Client shall be liable to pay reasonable attorney's fees and costs incurred by Lindsey Architecture to collect damages or otherwise to protect its interest in any matter arising out of the services provided by Lindsey Architecture to Client.

Lindsey Architecture

City of Greensboro

Submitted

Accepted

President

Title

Title

April 1, 2019

Date

Date

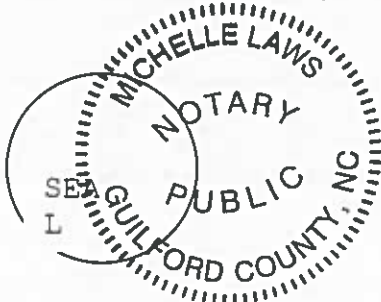
Name of Prime Contractor: Lindsey Architecture Project Name: BPD Phase I DD & Phase II SD
****Are you a certified M/WBE?** Yes X No

The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization
		X	Calyx Engineers	Structural Engineering	8%
		X	Stanford White	Mechanical Electrical Plumbing Engineering	5%
		X	Surface 678	Landscape Architecture	20%
	X		Westcott Small & Associates	Civil Engineering	23%
**Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro MSA (Guilford, Randolph, Rockingham, Forsyth, Stokes, Davie, Yadkin, Davidson, Alamance and Surry Counties) will be counted towards the M/WBE goal(s).				Total NON-M/WBE Utilization Commitment	33%
				Total MBE Utilization Commitment	0%
				Total WBE Utilization Commitment	23%

(Submit Additional pages, if necessary)

The undersigned will enter into a formal agreement with the M/WBE firm(s) for work listed on this affidavit conditional upon execution of contract with the City of Greensboro. Breach of this commitment constitutes breach of bidder's contract if awarded. The undersigned certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



Date: 4-1-12 Name of Authorized Officer: R. Lindsey
 Signature: [Signature] Title: President
 State of NC County of Guilford
 Notary Public [Signature] My commission expires: 3/19/20