

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PARKS AND RECREATION TO ENTER INTO AN AGREEMENT WITH FRANKLIN ARCHITECTS FOR ARCHITECTURAL SERVICES FOR RENOVATIONS AT HIXSON COMMUNITY CENTER FOR A FEE OF ONE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$129,585.00), PLUS A CONTINGENCY FEE OF THIRTEEN THOUSAND DOLLARS (\$13,000.00), AND REIMBURSABLE EXPENSES NOT TO EXCEED FOUR THOUSAND DOLLARS (\$4,000.00), FOR A TOTAL AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$146,585.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Parks and Recreation be and is hereby authorized to enter into an agreement with Franklin Architects for architectural services for renovations at Hixson Community Center for a fee of \$129,585.00, plus a contingency fee of \$13,000.00, and reimbursable expenses not to exceed \$4,000.00, for a total amount not to exceed \$146,585.00.

ADOPTED: _____, 2012.

/mms

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: October 5, 2012

Preparer: Wanda Eckstein

Department: Parks & Recreation

Brief Description of Purpose for Resolution/Ordinance: _____ Res./Ord. # _____ Council District # _____

A Resolution is needed authorizing the Administrator of the Department of Parks and Recreation to enter into an Agreement with Franklin Architects for architectural services to make improvements to the site and building renovation at Hixson Community Center for a fee of One Hundred Twenty Nine Thousand, Five Hundred Eighty Five (\$129,585.00) Dollars plus a contingency fund of Thirteen Thousand (\$13,000) Dollars and a Four Thousand (\$4,000) Dollar reimbursable fund for a total not to exceed One Hundred Forty Six Thousand, Five Hundred Eighty Five (\$146,585.00).

Name of Vendor/Contractor/Grant, etc. Franklin Architects
Total project cost \$ 146,585.00
Total City of Chattanooga Portion \$ 146,585.00
City Amount Funded \$ 146,585.00
New City Funding Required \$ _____
City's Match Percentage % _____

New Contract/Project? (Yes or No) New Contract
Funds Budgeted? (YES or NO) Yes
Provide Fund 4015
Provide Cost Center L31119
Proposed Funding Source if not budgeted _____
Grant Period (if applicable) _____

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

KOP

**FRANKLIN ARCHITECTS
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made as of _____, by and between City of Chattanooga Department of Parks and Recreation ("City") and Franklin Architects ("Architects") for professional services for the assignment described as follows:

Project: Hixson Recreation Center
Location: Chattanooga, Tennessee
Description of Project: Development of Hixson Recreation Center and related improvements.

I. PROFESSIONAL SERVICES:

1. Architects will lead a team of engineers to plan the improvements (hereafter the "project") for renovation of the Hixson Recreation Center ("HRC") grounds and building. Architects will retain the engineering firm of Barge Wagoner Sumner and Cannon ("BWSC) as the civil and landscape engineers. Architects will retain the engineering firm of Campbell & Associates as the mechanical, electrical, plumbing and fire protection engineers. Architects will retain the engineering firm of Bennett and Pless as the structural engineers. The Architects and Engineers shall be referred to as the "team".

2. The scope of this project shall be based on the project spread sheet dated August 24, 2012 attached to the agreement as Exhibit "A". Exhibit "A" sets forth that the scope of the project shall include a mix of small projects required to bring HRC into compliance with building, fire and life safety codes, the Americans with Disability Act as amended, and all other applicable codes for the use of the HRC by the public. The project designs shall be for an "Occupancy Type" facility and other items identified by the City including an improved entry lobby, new onsite parking, site lighting, walking trails and air-conditioning for the gymnasium area.

3. Details of Design Proposal.

A. Data Compilation and Review – Duration 2 weeks.

- a. The City will hire an asbestos testing firm to conduct an environmental survey (asbestos, lead paint, etc.) as required for demolition plans.
- b. The team and appropriate City personnel will review as-built drawings and electronic information obtained from sources such as Hamilton County GIS and Franklin Architects archives.
- c. The team will interview local utility providers to discern existing utility placement, easements and issues.

- d. Surveying is excluded from this agreement. City and Architects agree that a revised survey is recommended for the purposes of estimation of material quantities. City and Architects agree to cooperate on the hiring of a survey firm to conduct a survey.

B. Schematic Design –Duration 3 weeks.

Schematic Design synthesizes program data and conceptual information into physical reality and will visually communicate concepts to the City. This phase proceeds on the basis of an approved Architectural program.

- a. A preliminary codes review will be conducted.
- b. Drawings as required to describe the scope.
- c. Project Narrative:
 - i. General Description – Narrative describing the scope, size and character of the project.
 - ii. Design Criteria – Includes a brief summary of the program, consisting of main points, key concepts which were used to develop the project and major building square footage areas. Also includes a statement addressing applicable codes, Southern Building Code (“SBC”) (or other applicable codes and laws, American with Disabilities Act (“ADA”) as amended, National Fire Protection Association (“NFPA”) Occupancy Class, minimum building construction type, required separation of areas or construction types and major fire protection features.

C. Design Development – Duration 4 weeks.

The Design Development phase serves as a bridge between schematic design and construction documents.

- a. The primary objectives of Design Development are:
 - i. To work out, in sufficient detail, to ensure that the design works in three (3) dimensions preliminary codes review will be conducted.
 - ii. To define more accurately the design intent.
 - iii. To conceptually resolve building systems.
 - iv. To communicate the design intent, types of construction, materials and assemblies to the City.

- v. To provide a basis for planning and scheduling construction developments.
- vi. To provide a project control to prevent a job from progressing too far without input from the City or others with the team, leading to possible redesign and redrawing.

b. Design Development documents consist of the following documents:

- i. Drawings required depicting the entire scope.
- ii. Outline Specifications.
- iii. Project Narrative to include:
 - 1. General Description – Narrative describing the scope, size and character of the project.
 - 2. Design Criteria – Includes a brief summary of the program, consisting of main points, key concepts which were used to develop the project, and major building square footage areas. Also, included a statement addressing applicable codes, SBC (or other) Occupancy Class, *ADA* as amended, NFPA Occupancy Class, minimum building construction type, required separation of areas or construction types and major fire protection features.
 - 3. Statement of Probable Cost – The cost estimate shall be a cost per foot assessment based on current similar projects and shall include area summaries where several construction types at differing costs are involved; miscellaneous costs, such as land surveys, testing, Architect/Engineer fees, other consultant fees and furniture and equipment.
 - 4. Project Schedule - Develop to assist the City in evaluating and understanding the time involved and determine target dates.

D. **Bid Package Development** – Duration 4 weeks.

- a. Plans and specifications
 - i. The team will prepare specifications to outline Project requirements, City requirements and terms of the Construction contract including insurance, requirements of the Contractor and permitting information.
 - ii. Preparation of a Storm Water Pollution Prevention Plan (“SWPPP”) and documents required for a Land Disturbance Permit.

- iii. Architects will coordinate City's asbestos assessment contractor to develop an abatement plan for the removal of specified hazardous material prior to demolition, including guidelines for proper disposal of environmental materials and demolition debris.
- iv. Demolition plans for the removal of building elements and site elements.
- v. Using as-built information, the team will verify existing requirements of existing buildings to assure they are being maintained as required by authority having jurisdiction ("AHJ").
- vi. The team will provide all documents required to officially change the occupancy of the HRC.

b. Project Initiation:

- i. The team will review documents with the City's Land Development Office and Building Official and local utility companies prior to permitting to coordinate the elements of proposed work.
- ii. The team will assist the City in submitting plans to the City's Land Development Office and AHJs for permitting. All plan review fees are included in this proposal as a reimbursable expense. This agreement does not require Architect to pay permit fees. Permit fees are excluded from this agreement.

E. **Bid Administration** – Duration 4 weeks.

- a. The team will assist the City in issuing requests for proposals required to secure constructions bids. Included within this scope are:
 - i. Assist in development of newspaper advertisements for bidding and submitting responses to request for proposals.
 - ii. Attend pre-bid meeting(s).
 - iii. Respond to contractors or bidders questions, including addendum if required.
 - iv. Review bids, review medial/abatement contractor's qualifications.
 - v. Prepare and review bid tabulations with appropriate City officials.
 - vi. Make written recommendations for award of construction contract for the project.

F. **Construction Administration** – Estimated duration 36 weeks.

a. Perform periodic construction administration of the project, including:

- i. The team will attend a pre-construction meeting. The Architects will review the project site on a weekly basis and members of the team will attend bi-weekly construction meetings as needed.
- ii. The team will receive and approve project required submittals submitted by the project Contractor.
- iii. The team will provide answers to request for information and verify construction standards are followed and applied.
- iv. The team will review “applications for payment” for completeness and submit to the City for payment.
- v. The team will review proposed disposal sites for compliance with contract specifications and Tennessee Department of Environment and Conservation laws and regulations.
- vi. The team will evaluate all manifest and shipping tickets that are generated and prepare a final report detailing waste and debris disposal information.
- vii. The team will review project contractor’s punch list and verify substantial and final completion of the project. Assist in development of newspaper advertisements for bidding and submitting responses to request for proposals.

II. COMPENSATION: The City shall compensate Architects for the Professional Services performed pursuant to this Agreement as follows: 1) Architectural fee based on the State Fee Schedule percentage of 8.7560% or a lump sum fee of One Hundred Twenty-two Thousand Five Hundred-ninety Dollars (\$122,590.00); 2) a plan review allowance of Three Thousand Nine Hundred Ninety-five Dollars (\$3,995); 3) a printing allowance fee of Three Thousand Dollars (\$3,000.00); 4) a contingency fund of Thirteen Thousand Dollars (\$13,000); and 5) reimbursable fund not to exceed Three Thousand Dollars (\$3,000.00), for a total possible fee of One Hundred Forty-six Thousand and Five Hundred Eighty-five Dollars (\$146,585.00). In no event shall the City’s liability under this Agreement exceed One Hundred Forty-six Thousand and Five Hundred Eighty-five Dollars (\$146,585.00) without prior approval by appropriate City officials.

The City and Architect agree that any additional services required, based on changes in the scope of services, will be charged on an hourly basis as set forth in this agreement. However, no additional services will be performed without written approval of the City and approval of compensation by appropriate City officials. The hourly fees are set forth as follows:

Employee	Hourly Rate
• President	\$163.00
• Managing Director	133.00
• Vice President	124.00
• Director of Design	110.00
• Senior Designer	90.00
• Designer	75.00
• Architect III	124.00
• Architect II	110.00
• Architect I	97.00
• Senior Interior Designer	95.00
• Interior Designer	75.00
• Project Manager	95.00
• Technical III	75.00
• Technical II	46.00
• Intern	46.00
• Clerical	35.00

The compensation set forth in this agreement does not include any costs associated with land or building surveys or permit fees.

III. PAYMENTS: Invoice for services rendered will be issued monthly by the Architects and payment is due from the City upon receipt of each invoice.

IV. TIME: Unless agreed otherwise in writing, the Architects will commence services under this Agreement within a reasonable time after receipt of an executed copy of this Agreement. The Architects will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond the Architects control. If such delay or suspension extends more than six (6) months (cumulatively), the Architects compensation shall be equitably adjusted.

V. SUSPENSION OF SERVICES: If the City fails to pay any invoice when due or otherwise is in material breach of this Agreement, the Architects may at its sole discretion suspend performance of services upon five (5) days written notice to the City. The Architects shall have no liability to the City, and the City agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, the Architects shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. STANDARD OF CARE: Notwithstanding any other provision of this Agreement or any other document describing the services, the Architects shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by the Architects. The parties further agree that the Architects are not a fiduciary the City.

VII. TERMINATION: The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days written notice to the other party. On termination by either the City or the Architects, the City shall pay the Architects all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by the City, it shall immediately return to the Architects all drawings, reports, documents and other instruments of professional services prepared by the Architects, and the City shall make no further use thereof.

VIII. OWNERSHIP AND REUSE OF DOCUMENTS: All documents, including without limitation drawings, specifications, and reports, prepared by the Architects pursuant to this Agreement are instruments of professional service. The Architects shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by the City or others for additions or modifications of the project or on any other project. Any reuse without written consent of the Architects shall be at the City's sole risk and without liability to the Architects; and to the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Architects from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense, arising out of or resulting therefrom to the extent allowable under the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, *et. seq.* The Architects shall be entitled to further compensation for services it is requested to perform In connection with any reuse of its instruments of professional service.

IX. ACCESS TO THE SITE/JOB SITE SAFETY: Unless otherwise stated, the Architects will have access to the site for activities necessary for the performance of its services. The City agrees that the Architects shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. The Architects further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the project site.

X. INSURANCE: The Architects shall secure and maintain such insurance as will protect Engineer and the City from claims of negligence, bodily injury, death, or property damage which may arise from the performance of services under this Agreement.

The Architects agree to save the City, its officers, employees, and assigns harmless and to indemnify them against claims or liability for claims, actions, causes of action, suits or demands for damages on account of personal injuries or injuries to property to the extent caused by the negligent acts, errors or omissions in the performance of professional services related to this Agreement by the Architects or any of its officers, agents, employees, successors, assigns, licensees, or independent contractors.

The Architects shall conduct its activities arising out of performance of this Agreement so as not to endanger any persons or property therein. The Architects shall indemnify, save and hold harmless, and defend the City, and all of its officers and employees from claims resulting from losses, injuries, damages, and liabilities to persons or properties to the extent caused by the negligent acts or omissions of the Architects, including negligent acts or omissions of its agents,

officers, employees, guests, and/or patrons, to the full extent of its insurance coverage provided within this section.

The Architects shall, at the Architects s expense, purchase and maintain, for the benefit of the City, a policy or policies of public liability and property damage insurance, issued in the name of the Architects and naming the City as an additional named insured, with limits not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to and/or death of any single person in a single occurrence, and not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to and death of more than one person in a single occurrence, and not less than One Million and 00/100 (\$1,000,000.00) Dollars for damage to property in a single occurrence. Said insurance policy shall include contractual liability coverage which shall recognize and include the general liability indemnification provisions of this Agreement.

Said policy shall be approved by the City Attorney, which approval shall not be unreasonably withheld. The policy or policies shall be submitted to the City's Department of Parks and Recreation. Said insurance coverage must be maintained during the entire term life of this Agreement, plus any extension, and insurance policy shall contain a clause whereby the insurance company shall give written notice to the Administrator of the Department of Parks and Recreation or Mayor at least thirty (30) days prior to any cancellation or alteration of said policy. Any notice of cancellation of insurance policies during the term of this Agreement shall be considered as a default. Following notice of cancellation of any said insurance policy during the term of this Agreement and the failure of the Architects to cure such default, the City may, upon the date of cancellation of said insurance policy, without further notice, terminate this Agreement, and Licensee shall immediately cease its operations and vacate the premises.

Said insurance coverage must be maintained during the term of this Agreement, and each insurance policy shall contain a clause whereby the insurance company shall give written notice to the Administrator of the Department of Parks and Recreation thirty (30) days prior to any cancellation or alteration of any of said insurance policies.

XI. RISK ALLOCATION: In recognition of the relative risks, rewards, and benefits of the project to both the City and the Architects, to the fullest extent permitted by law, the parties agree to allocate the risks such that the Architects total liability to the City for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of the Architects services under this Agreement from any cause or causes shall not exceed the amount of the Architects fee or One Hundred Thousand Dollars (\$100,000), whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. AUDIT: The City or its assign may audit all financial and related records (including digital or electronic) associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Architects. The City may further audit any of the Architects records related to this Agreement to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest. The Architects (and any approved subcontractor) shall maintain documentation for all charges under this

Agreement. The books, records, and documents of the Architects (and any approved subcontractor), insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representative. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Architects. Documents shall be maintained by the Architects necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Architects shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Architects shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

XIII. DISPUTE RESOLUTION: It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

XIV. OPINIONS OF CONSTRUCTION COST: Any opinion of probable construction cost prepared by the Architects represents the judgment of one or more the Architects design professionals and is supplied for general guidance of the City since the Architects has no control over the construction marketplace and does not use the same pricing methods used by contractors, the Architects do not guarantee the accuracy of such opinions.

XV. NON-DISCRIMINATION PROVISION: The Architects agree to comply with all federal, state and local non-discrimination provisions that the Client, City of Chattanooga is under a duty to comply with under federal, state or local law. The Architects agree not to discriminate against any individuals on the basis of race, color, religion, sex, age or national origin. The Architects further agree to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

XVI. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

Chattanooga Department of Parks and Recreation

Franklin Architects.

By: _____
Printed
Name: _____

By: _____
Printed
Name: _____

Title: _____
Address: 1102 South Watkins Street
Chattanooga, TN 37404

Title: _____
Address: 122 North Market
Chattanooga, TN 37405



franklin | architects

142 N Market St . PO Box 4048 . Chattanooga . TN 37405

423.266.1207

September 11, 2012

Mr. Larry Zehnder
Chattanooga Parks Department
1102 S. Watkins Street
Chattanooga, TN 37404

Re: Hixson Recreation Center Project Proposal

Dear Larry,

We appreciate the opportunity to provide you a proposal for architectural services for the Hixson Recreation Center. This proposal is for a range of services, defined further in this proposal, that will continue to improve the existing facilities.

Franklin Architects will lead a team of engineers to plan the improvements to the site and building renovation. As a part of this contract, we intend to use Barge Wagoner Sumner Cannon (BWSC) as the civil and landscape engineers, Campbell & Associates as the mechanical, electrical, plumbing and fire protection engineers and Bennett and Pless as the structural engineers.

It is our understanding that the scope of this project is based on the project scope spreadsheet, dated 8/24/12 (attached Exhibit A). This exhibit notes the scope which is a mix of small projects required to bring the facility into compliance with some code related issues such as "Occupancy Type" and other Owner derived items such as an improved entry lobby, new onsite parking, site lighting, walking trails, and air-conditioning for the gymnasium area.

Details of Design Proposal

1. **Data Compilation and Review – Duration 2 weeks**
 - a. The City of Chattanooga will hire an asbestos testing firm to conduct an environmental survey (asbestos, lead paint, etc.) as required for preparation of demolition plans.
 - b. The team will review as-built drawings and electronic information obtained from sources such as Hamilton County GIS and Franklin Architects' archives.

- c. The team will interview local utility providers to discern existing utility placement, easements, and issues.

Please note: surveying is excluded in this proposal. However for the purposes of estimation of material quantities, a revised survey is recommended. We have asked Hopkins surveying to provide a proposal for this work. Once we receive the proposal, we will forward it to your Project Manager.

2. Schematic Design - Duration 3 weeks

Schematic Design synthesizes program data and conceptual information into physical reality, and visually communicates concepts to the Owner. This phase proceeds on the basis of an approved Architectural Program.

- a. A preliminary codes review will be conducted.
- b. Drawings as required to describe the proposed scope.
- b. Project Narrative:
 - i. General Description - Narrative describing the scope, size and character of the project.
 - ii. Design Criteria - Includes a brief summary of the program, consisting of main points, key concepts which were used to develop the project, and major building square footage areas. Also includes a statement addressing applicable codes, SBC (or other) Occupancy Class, NFPA Occupancy class, building area as computed for the Occupancy Class, minimum building construction type, required separation of areas or construction types, and major fire protection features.

3. Design Development - Duration 4 weeks

The Design Development phase serves as a bridge between schematic design and construction documents.

- a. The primary objectives of Design Development are:
 - i. To work out, in sufficient detail, to ensure that the design works in three dimensions.
 - ii. To define more accurately the design intent.
 - iii. To conceptually resolve building systems.
 - iv. To communicate the design intent, types of construction, materials and assemblies to the Owner.
 - v. To provide a basis for planning and scheduling construction documents.
 - vi. To provide a project control to prevent a job from getting too far down the road without input from the Owner or others in the firm, leading to possible redesign and redrawing.

- b. Design Development documents consist of the following documents:
 - i. Drawings required to depict the entire scope.
 - ii. Outline Specifications
 - iii. Project Narrative to include:
 - a. General Description - Narrative describing the scope, size and character of the project.
 - b. Design Criteria - Includes a brief summary of the program, consisting of main points, key concepts which were used to develop the project, and major building square footage areas. Also includes a statement addressing applicable codes, SBC (or other) Occupancy Class, NFPA Occupancy Class, building area as computed for the Occupancy Class, minimum building construction type, required separation of areas or construction types, and major fire protection features.
 - c. Statement of Probable Cost - this should be a cost per foot based on current similar projects, and should include area summaries where several construction types at differing costs are involved; miscellaneous costs, such as land surveys, testing, AE fees; other consultant fees; and furniture & equipment.
 - d. Project Schedule - Developed to assist the Owner in understanding the time involved and to help establish target dates.

4. Bid Package Development – Duration 4 weeks

- a. Plans and Specifications
 - i. The team will prepare specification to outline Project requirements, City requirements, and terms of the Construction contract including insurance, requirements of the Contractor, and permitting information.
 - ii. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and documents required for a Land Disturbance Permit.
 - iii. We will coordinate with your Asbestos Testing agent to develop an abatement plan for the removal of specified hazardous material prior to demolition, including guidelines for proper disposal of environmental materials and demolition debris.
 - iv. Demolition plans for the removal of building elements, and site elements.
 - v. Using as-built information; the team will verify exiting requirements of existing buildings are being maintained as required by AHJ.
 - vi. The Team will provide all documents required to officially change the occupancy of this facility.

b. Project Initiation:

- i. The team will review documents with City permitting official and local Utility companies prior to permitting to coordinate the elements of proposed work.
- ii. The team will assist the City in submitting plans to Authorities having Jurisdiction (AHJ) for permitting. All plan review fees are included in this proposal as a reimbursable expense

Please Note: All permit fees are excluded from this proposal.

5. Bid Administration – Duration 4 weeks

- a. The team will assist the City of Chattanooga in issuing packages required to secure construction bids. Including in this scope are:
 - i. Assist in development of Newspaper advertisements for bidding
 - ii. Attending Pre-bid meeting.
 - iii. Respond to Contractors questions, including addendum if required.
 - iv. Review bids, review remedial / abatement contractor's qualification.
 - v. Prepare and review with owner bid tabulation.
 - vi. Make written recommendation for award of project.

6. Construction Administration Services – Estimated duration of 36 weeks

- a. Perform Periodic Construction Administration of the project.
 - i. The team will attend a pre-construction meeting. We will review the project site on a weekly basis, and members of the team will attend bi-weekly construction progress meetings as needed.
 - ii. The team will receive and approve project required submittals forwarded by the project Contractor.
 - iii. The team will provide answers to RFI's, and verify project construction standards are applied.
 - iv. The team will review "Applications for Payment" for completeness and forward to the City for payment.
 - v. The team will review proposed disposal sites for compliance to the specifications and TDEC.
 - vi. The team will evaluate all manifest and shipping tickets that are generated and prepare a final report detailing waste and debris disposal information.
 - vii. The team will review Contractor's punch list, verify Substantial and Final completion of the project.

Mr. Larry Zehnder
page 5
September 11, 2012

Franklin Architects proposes that we provide architectural services based on the State Fee Schedule percentage rate of 8.7560% / or a Lump Sum Fee of **\$122,590** plus a Plan Review Allowance of **\$3,995** and a Printing Allowance of **\$3,000** for a **Total Fee of \$129,585**. Included in the architectural fee are the costs of our consultants (Civil, Mechanical, Electrical, Plumbing, and Structural). Also included in this fee are costs associated with hardscaping and landscaping.

Our fee does not include any cost associated with land or building surveying.

We propose that the contract with you should be based on the standard 2007AIA B101 Contract between the Owner and Architect. Based on this contract, standard reimbursables will be invoiced in addition to our fee.

We will work in concert with you to tailor our services to your expectations; however this proposal is based upon all the requirements that were communicated to us by your office. Any additional services required, based on Owner requested changes in scope, will be charged on an hourly basis and only after the appropriate approval by you. The attached hourly rate schedule will be the basis of our billings.

Franklin Associates Architects Inc. hopes this proposal is acceptable to you. If you have any questions, or would like any clarifications, please feel free to contact me.

Sincerely,



Robert A. Franklin, AIA
President

RAF:EB
Attachments:

Project Scope Spreadsheet (Exhibit A)
Old Hixson Elementary School existing floor plan (Exhibit B)
Hixson Rec Center – Phase I plan (Exhibit C)
FAAI Hourly Rates 2012 (Exhibit D)



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Hixson Recreation Center

8.24.12

Cost

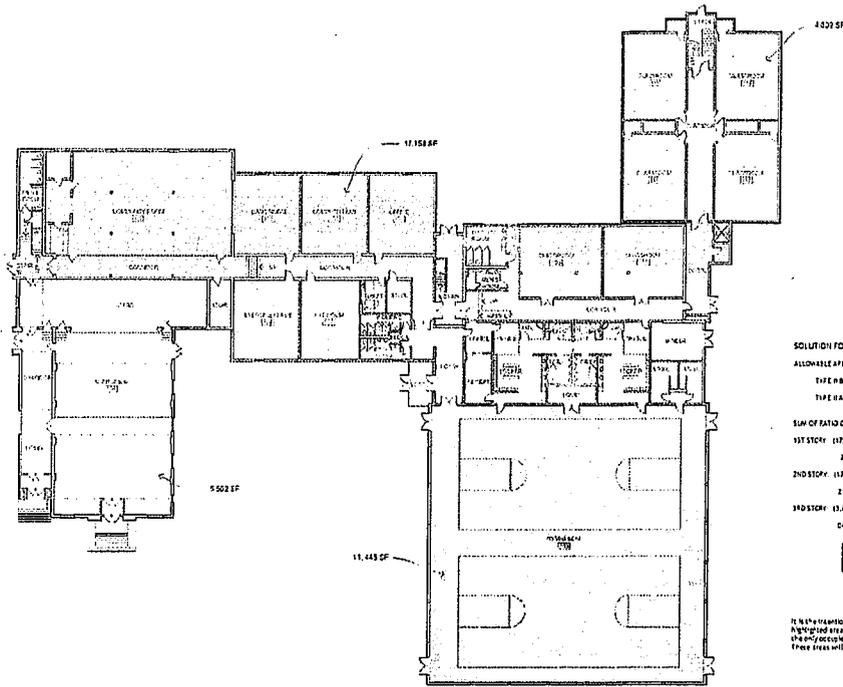
P&R Project Priorities List

Code Issues		
Fire Sprinkler - Occupied areas only		\$128,727.00
Ramp accessibility modifications		\$15,000.00
Accessibility and Security for different functions - revised doors and mag locks		\$25,000.00
Structural Issues		
Structural fix (SW corner at down spout)		\$50,000.00
New Entry		\$120,000.00
East Parking		
Parking lot repair	\$63,318.00	
button actuated crosswalks	\$12,000.00	
		\$75,318.00
Entrance Drive		
Demolition	\$14,000.00	
Parking lot repair	\$2,800.00	
repave entrance road	\$16,000.00	
new parking at Drive	\$38,500.00	
Curb at new parking	\$7,000.00	
Parking lot lights	\$24,000.00	
		\$102,300.00
Gym Bleachers		
Portable - one side only	\$30,000.00	
operational - one side only	\$70,000.00	
Egress lighting for gym bleachers	\$10,000.00	
Gym light fixtures required lamp protection.	\$5,000.00	
		\$115,000.00
High Priority Code Issues		
Emergency lighting upgrades (first floor only)		\$5,000.00
ADA toilet facility (first floor only - 2 PF)		\$7,500.00
Updates to toilets in NW classroom section (first floor only - 10 PF)		\$20,000.00
Misc. plumbing valve/fixture replacement. (first floor only)		\$10,000.00
Updates to Heating/Cooling units in classroom section (first floor only)		\$24,500.00
High Priority General Issues		
Pedestrian site lighting.	\$38,000.00	
Security Camera	\$20,000.00	
Gym Divider / curtain	\$5,000.00	
Electrical fixes - (breakers, switches, ballast. etc.)	\$30,000.00	
Signage	\$10,000.00	
Landscaping		
Trees	\$0.00	
Shrubs	\$0.00	
Lawn	\$40,000.00	
Irrigation	\$40,000.00	
		\$80,000.00
Medium and Low Priority General Issues		
Updates to toilets/vanities in locker rooms (first floor only - 30 PF)		\$30,000.00
Walking Trail		\$70,000.00
Pedestrian Hardscaped areas		\$66,000.00
Sand Volleyball Court		\$12,000.00
Gymnasium Conditioning		
Conditioning gym - proposal "B"		
Duct from existing 20 ton extended into Gym	\$9,400.00	
Demolition of floor slab	\$2,000.00	
New chase walls	\$2,000.00	
fans	\$10,000.00	
		\$23,400.00
Water feature		\$25,000.00

Sub-total of Construction	\$1,107,745.00
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ACBM Testing	\$7,670.00
Testing	\$25,000.00
Contingency	\$130,000.00
Design Fees	\$129,585.00

Total project Cost	\$1,400,000.00
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SOLUTION FOR TOTAL BUILDING AREA

ALLOWABLE AREA PER OCCUPANCY

TYPE I-B 9,500 + 19,500 + 99 + 9,500 (2014)
= 38,599

TYPE I-A3 23,000 + 121,000 x .50 + 21,000 (2014)
= 85,500

SUM OF FLOOR CALCULATIONS PER STORY:

1ST STORY (17,158 / 40,400) = (11,445 / 28,785) =

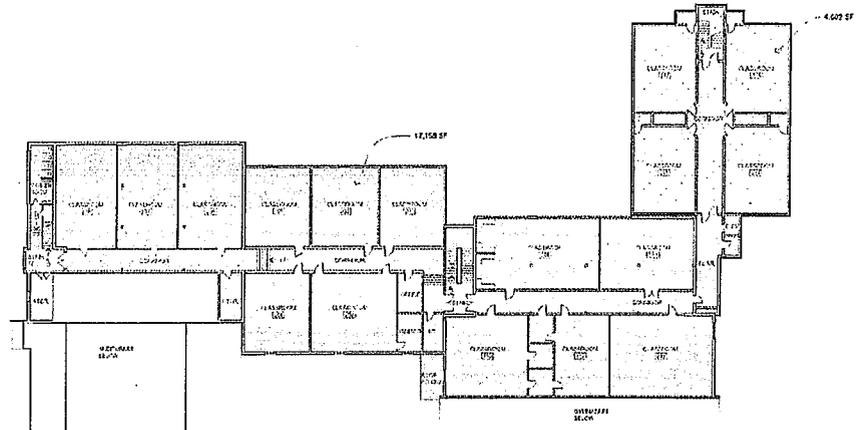
2ND STORY (17,158 / 40,400) =

3RD STORY (13,472 / 40,400) =

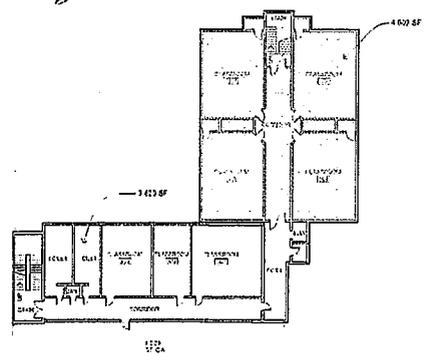
44 = 312 + 845 = 1157 ± 0
ENTIRE BUILDING (TOTAL)

The rooms highlighted in blue on the first floor will be shared occupancy areas of the building. These areas will also be fully sprinkled.

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

- Occupancy Use**
- Business Occupied
 - Business Separated
 - All Occupied
 - All Now Occupied



Hixson Recreation Center
Occupation Plan - Final Phase

3591 Spruce Drive, Chattanooga, TN 37418





franklin | architects

Hixson Recreation Center

8.24.12

Cost

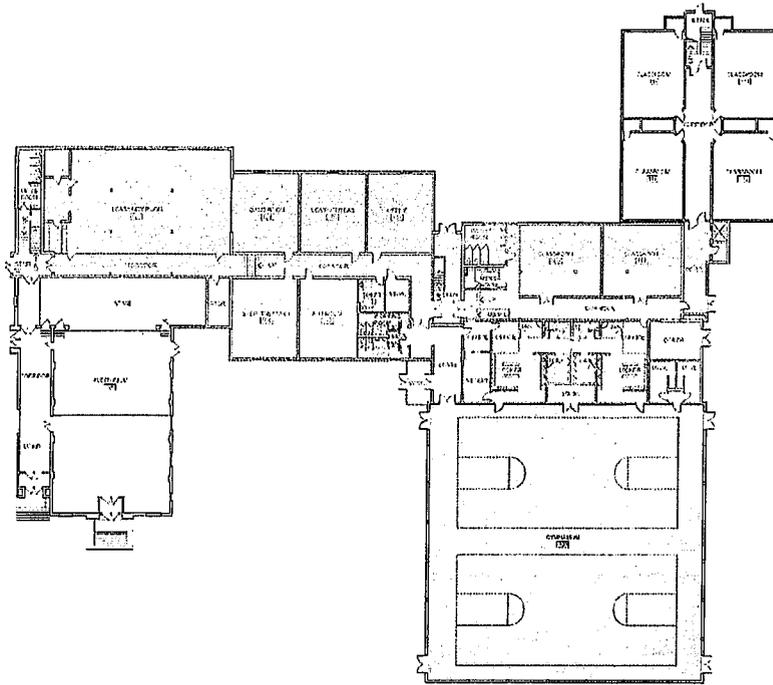
PBR Project Priorities List

	Total Project Cost	\$1,400,000.00
	ACBM Testing	\$7,670.00
	Testing	\$25,000.00
	Contingency	\$140,000.00
	Design Fees	\$110,000.00
	Construction Cost	\$1,117,330.00
Code Issues	Fire Sprinkler - Occupied areas only	\$128,727.00
	Ramp accessibility modifications	\$15,000.00
	Accessibility and Security for different functions - revised doors and mag locks	\$25,000.00
Structural Issues	Structural fix (SW corner at down spout)	\$50,000.00
	Subtotal	\$898,603.00

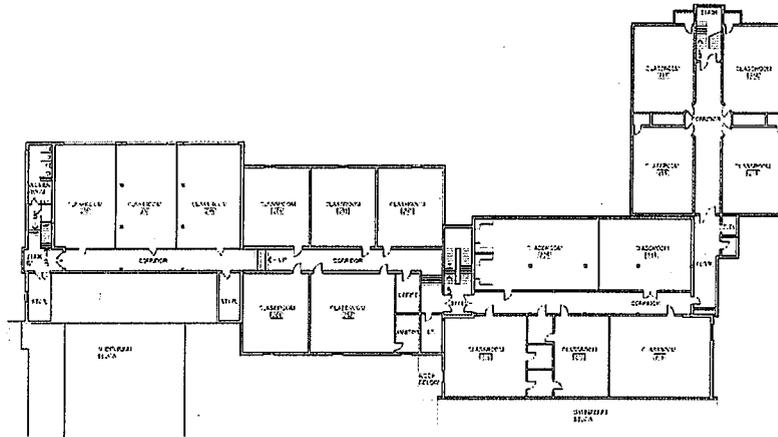
Priorities

	New Entry	\$120,000.00
East Parking	Parking lot repair	\$12,250.00
	repave parking	\$70,000.00
	button actuated crosswalk	\$12,000.00
	Parking lot lights	\$42,000.00
		\$75,000.00
Entrance Drive	Demolition	\$14,000.00
	Parking lot repair	\$2,800.00
	repave entrance road	\$16,000.00
	new parking at Drive	\$38,500.00
	Curb at new parking	\$7,000.00
	Parking lot lights	\$24,000.00
		\$102,300.00
Gym Bleachers	Portable - one side only	\$30,000.00
	operational - one side only	\$70,000.00
	Egress lighting for gym bleachers	\$10,000.00
	Gym light fixtures required lamp protection.	\$5,000.00
		\$115,000.00
High Priority Code Issues	Emergency lighting upgrades (first floor only)	\$5,000.00
	ADA toilet facility (first floor only - 2 PF)	\$7,500.00
	Updates to toilets in NW classroom section (first floor only - 10 PF)	\$20,000.00
	Misc. plumbing valve/fixture replacement. (first floor only)	\$10,000.00
	Updates to Heating/Cooling units in classroom section (first floor only)	\$24,500.00
High Priority General Issues	Pedestrian site lighting.	\$38,000.00
	Security Camera	\$20,000.00
	Gym Divider / curtain	\$5,000.00
	Electrical fixes - (breakers, switches, ballast, etc.,)	\$30,000.00
	Signage	\$10,000.00
Landscaping	Trees	\$0.00
	Shrubs	\$0.00
	Lawn	\$40,000.00
	Irrigation	\$40,000.00
		\$80,000.00
Medium and Low Priority General Issues	Updates to toilets/ vanities in locker rooms (first floor only - 30 PF)	\$30,000.00
	Walking Trail	\$70,000.00
	Pedestrian Hardscaped areas	\$66,000.00
	Sand Volleyball Court	\$12,000.00
Gymnasium Conditioning	Conditioning gym - proposal "B"	
	Duct from existing 20 ton extended into Gym	\$9,400.00
	Demolition of floor slab	\$2,000.00
	New chase walls	\$2,000.00
	fans	\$10,000.00
		\$23,400.00
Water feature		\$25,000.00

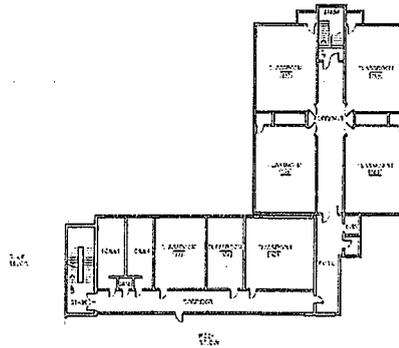
Over-all cost of work \$888,700.00



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

- Occupancy Key
- Business Occupied
 - Business Separated
 - All Occupied
 - All Now Occupied



Hixson Recreation Center
Occupation Plan - Initial Phase

2015 Supplemental Contract 015-1713141



President	163.00
Managing Director	133.00
Vice President	124.00
Director of Design	111.00
Sr. Designer	90.00
Designer	75.00
Architect III	124.00
Architect II	110.00
Architect I	97.00
Sr. Interior Designer	95.00
Interior Designer	75.00
Project Manager	95.00
Technical III	75.00
Technical II	70.00
Intern	46.00
Clerical	35.00