

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH FRANKLIN ASSOCIATES, ARCHITECTS, INC. FOR PROFESSIONAL SERVICES RELATIVE TO CONTRACT NO. F-14-002-101, FIRE STATION NO. 5 LOCATED AT VANCE AVENUE, CHATTANOOGA, TN, FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$144,550.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to enter into an agreement with Franklin Associates, Architects, Inc. for professional services relative to Contract No. F-14-002-101, Fire Station No. 5 located at Vance Avenue, Chattanooga, TN, for an amount not to exceed \$144,550.00.

ADOPTED: _____, 2015

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: September 3, 2015

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance: _____ Res./Ord. # _____ Council District # 8 & 9

A Council Action is requested for the Administrator of the Department of Public Works to enter into an agreement with Franklin Associates, Architects, Inc., for professional services, relative to Contract No.F-14-002-101, Fire Station #5 located at Vance Avenue, Chattanooga, TN, in an amount not to exceed \$144,550.00.

Name of Vendor/Contractor/Grant, etc.	<u>Franklin Associates, Architects, Inc.</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>144,550.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>144,550.00</u>	Provide Fund	<u>4011</u>
City Amount Funded \$	<u>144,550.00</u>	Provide Cost Center	<u>J30129</u>
New City Funding Required \$	<u>0</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	_____	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
_____	_____
_____	_____

Agency Grant Number _____

CFDA Number if known _____

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

Approved by: [Signature]
DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

Revised: 1/26/09



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STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

THIS AGREEMENT, is between the City of Chattanooga, Tennessee, a municipal corporation in the state of Tennessee, hereinafter called Owner, and **Franklin Associates, Architects, Inc.**

hereinafter called Consultant.

The Owner wishes to employ the Consultant to perform **architectural and engineering services** for **Contract No. F-14-002-101 – Fire Station #5, located on Vance Avenue, Chattanooga, TN.**

hereinafter called Project.

In consideration of the provisions contained in this Agreement, the Owner and Consultant agree to the following:

1. **EFFECTIVE DATE**

The effective date of this Agreement shall be _____.

2. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.

3. **SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Chattanooga Design and Construction Standards in effect on the date of this agreement.

4. **COMPENSATION**

Owner shall pay Consultant in accordance with the Attachment B, Compensation.

5. **OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

6. **SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements, shall be incorporated into this Agreement

7. **PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule, shall be incorporated into this Agreement.

8. **RATE SCHEDULE**

The Consultant shall provide a schedule of standard hourly rates for all employees to be used in the performance of all contracts with a cost-not-to-exceed basis. This schedule shall be incorporated into the agreement as Attachment F.

9. **INVOICING**

The Consultant will use the format established in Attachment G, Standard Invoice, for all invoices



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submitted for services on the Project.

10. STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional architect under similar circumstances in the same area of practice. Consultant makes no warranty or guarantee, either expressed or implied, as part of this agreement.

11. INDEMNIFICATION

Consultant hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials to the extent arising out of Consultant's actual negligent performance of Services under this Agreement, including errors or omissions.

Owner hereby agrees to fully indemnify and hold harmless Consultant and any of its officers, employees, or designated agents from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Consultant and any of its officers, employees or designated agents arising out of Owner's negligence to the extent provided by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-201 et seq.

12. INSURANCE

Consultant shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverages as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Consultant shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this section shall survive.

Notwithstanding any other provision of the Agreement, Owner waives any claim against Consultant and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction



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of the property value.

13. LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

14. OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Consultant's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Consultant does not guarantee that costs will not vary from Consultant's cost estimates or that actual construction schedules will not vary from Consultant's projected schedules.

15. REUSE OF DOCUMENTS

All documents, including, but not limited to calculations, drawings, specifications, and computer software prepared by Consultant pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by Owner shall entitle Consultant to compensation at rates to be agreed upon by Owner and Consultant.

16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, calculations, drawings, specifications, and other documents prepared by Consultant as part of the Services shall become and be the sole property of Owner. However, both Owner and Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Consultant.

17. RECORDS RETENTION AND AUDIT PROVISION

The term "Consultant" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.).

- a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Consultant or the Consultant's consultants, shall be made available for inspection and copying upon written request to the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the



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Project, its design and its construction. Said records expressly include those documents reflecting the time expended by the Consultant and its personnel to perform the obligations of this Agreement and the records of expenses incurred by the Consultant in its performance under said Agreement. The Consultant shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good engineering practice, and upon notice during the pendency of any claims or litigation arising from the Project.

- b. The Owner or its assign may audit all financial and related records (including digital) associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Consultant. The Owner may further audit any of Consultant's records 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.
- c. The Consultant shall at all times during the term of the contract or agreement and for a period of seven years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant. Documents shall be maintained by the Consultant, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Owner at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the Owner.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Owner unless the audit identifies significant findings that would benefit the Owner. The Consultant shall reimburse the Owner for the total costs of an audit that identifies significant findings that would benefit the Owner.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

18. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Consultant. If termination or suspension is for Owner's convenience, Owner shall pay Consultant for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Consultant shall be made to Consultant's compensation.



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19. DELAY IN PERFORMANCE

Neither Owner nor Consultant shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Consultant under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Consultant is delayed in the performance of the services for more than 365 calendar days, either by the Owner or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Consultant, as set forth in Attachment E, Project Schedule, caused by circumstances which are within its control, such delays shall be documented on the Consultant's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Consultant. Completed form shall be retained by Owner for a period of seven years and reviewed prior to consultant selection for City projects. In the event Consultant is delayed in the performance of Services because of delays caused by Owner, Consultant shall have no claim against Owner for damages or contract adjustment other than an extension of time.

20. HAZARDOUS MATERIALS

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Owner and Consultant agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Owner and Consultant also agree that the discovery of unanticipated hazardous materials may make it necessary for the Consultant to take immediate measures to protect health and safety. Owner agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Consultant agrees to notify Owner when unanticipated hazardous materials or suspected hazardous materials are encountered. Owner agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Owner, the Owner agrees to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

21. COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Consultant:



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Owner: City of Chattanooga
Department of Public Works
Engineering Division
Suite 2100, Development Resource Center
1250 Market Street
Chattanooga, TN 37402
(423) 643- 6033

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and Owner.

22. WAIVER

A waiver by either Owner or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

23. DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expenses of mediations.
- c. Such mediation may include the Consultant or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25. INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Consultant. All prior and contemporaneous communications, representations, and agreements by Consultant, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements, are hereby incorporated into and shall become a part of this



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Agreement

26. SUCCESSORS AND ASSIGNS

Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

27. ASSIGNMENT

Neither Owner nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performance of the Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

28. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Consultant.

29. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Consultant, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

30. NON-DISCLOSURE

Consultant agrees not to disclose or to permit disclosure of any information designated by the Owner as confidential, except to the engineer's employees and subcontractors who require such information to perform the services specified in this agreement.

31. NON-DISCRIMINATION

Consultant agrees to comply with all federal, state, and local non-discrimination laws and regulations. Consultant agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Consultant further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

32. DRUG FREE WORKFORCE

Consultant certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1990.

33. FEDERAL OR STATE FUNDING

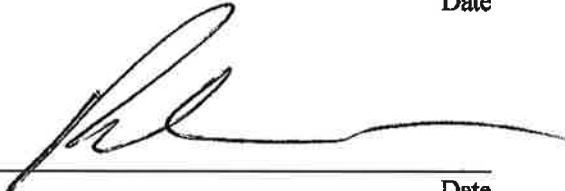
In the event that the Project is funded in whole or in part by Federal or State grants, Consultant agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.



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IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement.

Date Administrator of Public Works Date



Date Franklin Associates, Architects, Inc. 9/3/2015
Consultant Date

Reviewed by City Attorney Office _____
Initial Date



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ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Consultant: **Franklin Associates, Architects, Inc.**

Project Number & Name: Contract No. F-14-002-101 – **Fire Station #5, located on Vance Avenue, Chattanooga, TN.**

SCOPE OF SERVICES

1. BASIC SERVICES

The project is specifically defined below:

The project is a new, two story fire station with a two-truck apparatus bay located on Vance Avenue immediately behind the existing Fire Station #5. The scope of work includes the demolition of the existing fire station and a new parking lot for the adjacent property owner. The project will seek LEED Certification.

The Consultant agrees to provide the following services:

1. SCOPE OF ARCHITECT'S BASIC SERVICES

§ 1.1 The Architect's Basic Services consist of those described in Article 1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 1.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 1.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 1.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner.



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With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§1.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 1.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 1.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 1.2 SCHEMATIC DESIGN PHASE SERVICES

§ 1.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 1.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 1.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 1.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 1.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 1.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program,



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schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 1.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 1.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 1.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 1.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 1.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 1.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 1.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 1.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 1.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.



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§ 1.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 1.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 1.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 1.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 1.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 1.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 1.5.2 COMPETITIVE BIDDING

§ 1.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 1.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution in the amount of five (5) sets of Plans and Specifications, along with a minimum of twenty-five (25) sets of Plans and Specification provided on USB Flash Drives.**
- .2 distributing the Bidding Documents to prospective bidders shall be facilitated by the City of Chattanooga Purchasing Department.**
- .3 organizing and conducting a pre-bid conference for prospective bidders;**
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and**
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.**

§ 1.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.



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§ 1.6 CONSTRUCTION PHASE SERVICES

§ 1.6.1 GENERAL

§ 1.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 1.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the

requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 1.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 1.6.2 EVALUATIONS OF THE WORK

§ 1.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 1.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 1.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or



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Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 1.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 1.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall

render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 1.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 1.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 1.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

The Consultant agrees to provide the following services:

2. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services.



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The Owner has requested that the project seek LEED Certification. All cost associated with administrative cost, energy modeling, fundamental commissioning and enhanced commissioning are SUPPLEMENTAL SERVICES.

Civil Engineering is SUPPLEMENTAL SERVICES.

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:

- 1. Fees Paid for securing approval of authorities having jurisdiction over the Project.**
- 2. Printing, reproductions, plots, standard form documents**
- 3. Postage, handling and delivery**
- 4. Renderings, models, mockups and presentation materials when requested by the Owner.**



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engineer time only).

4. Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of **Ten Percent (10%)**. Charges for use of computer equipment or software, local travel, local telephone, project photographs, miscellaneous supplies, and reproduction are not considered reimbursable charges. Allowable project-specific reimbursable expenses shall be outlined in Attachment A.
5. The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
6. The Consultant shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.
7. Invoices shall be submitted using the Standard Invoice form, Attachment G.



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ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Consultant: **Franklin Associates, Architects, Inc.**

Project Number & Name: **Contract No. F-14-002-101 – Fire Station #5, located on Vance Avenue, Chattanooga, TN.**

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Consultant, the following:

1. Make available to the Consultant the current City of Chattanooga Design and Construction Standards, all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Consultant and render decisions promptly to prevent delay to the Consultant.
3. Designate one City of Chattanooga employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Consultant's services.
4. Issue Notice(s) to Proceed to the Consultant for each phase of the design services.
5. Owner will grant or obtain free access to the project site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. Owner will notify any and all possessors of the project site that Consultant has been granted free access to the site. Consultant will take reasonable precautions to minimize damage to the site.
6. Owner will acquire all lands, rights-of-way, and easements necessary for the construction of the project.
7. Owner will make a reasonable effort to evaluate if hazardous materials are on or near the project site, and will inform Consultant of findings relative to the possible presence of such materials.



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ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Consultant: **Franklin Associates, Architects, Inc.**
Project Number & Name: **Contract No. F-14-002-101 – Fire Station #5, located on Vance Avenue, Chattanooga, TN.**

SUPPLEMENTAL AGREEMENTS

Owner and Consultant agree that the following communications, representations, and agreements by Consultant relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement.



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ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Consultant: **Franklin Associates, Architects, Inc.**

Project Number & Name: **Contract No. F-14-002-101 – Fire Station #5, located on Vance Avenue, Chattanooga, TN.**

PROJECT SCHEDULE

Owner and Consultant recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Consultant has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Consultant shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Consultant shall not be responsible for the time required by Owner's representative to review Consultant's submittal. When review is complete, Owner shall, in writing, authorize Consultant to proceed to the next submittal date. After final submittal date, Consultant and Owner shall meet to evaluate Consultant's performance with regard to design schedule. An Consultant's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Consultant. Completed form shall be retained by Owner for a period of seven years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

Schedule: Consultant will make plan submittals to Owner based on the attached schedule:

1. **Concept/Schematic Design Drawings – Consultant will submit concept/schematic drawings within thirty (30) calendar days after Notice to Proceed by Owner.**
2. **Design Development Phase Documents – Consultant will submit design development documents within thirty (30) calendar days after Owner Approval of Schematic Design Documents.**
3. **Contract Documents– Consultant will submit contract documents for Office Check by the Owner within forty five (45) calendar days after Owner Approval of Design Development Documents.**
4. **Bid Documents – Consultant will submit bid documents within ten (10) calendar days after the Notice to Resume Work is given by Owner following Office Check.**
5. Bid / Award Services – 60 calendar days.
6. Construction Administration Services and/or CEI - **TBD** calendar days.
7. It is understood and agreed that the Consultant shall start the performance of Services within 10 days of receipt of a written Notice to Proceed and shall complete the work in accordance with the contract times set forth herein.



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ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Consultant: Franklin Associates, Architects, Inc.

Project Number & Name: Contract No. F-14-002-101 – Fire Station #5, located on Vance Avenue, Chattanooga, TN.

RATE SCHEDULE

See Attached.



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ATTACHMENT G

STANDARD INVOICE

Indicates MANDATORY Item

CONSULTANT LETTERHEAD

ATTN: City Project Manager
 REF: Project Name
 CODE: Consultant Project Number
 #O: City Project Number in format S-02-001-101

Provided by City

 INVOICE

TERMS: Net 25 days
 DUE: 08/01/03

Must be Sequential Number

City Project Manager
 City Project Manager Title
 City of Chattanooga
 Engineering Division/DRC
 1250 Market Street, Suite 2100
 Chattanooga TN 37402

Invoice Number 5
 Dated 07/07/03

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003.

This Breakdown must list each item of the Contract.

Consultant Project No.	Description	Fee	Basis	Percent Work to Date	Amount Billed	Previous Billed	This Invoice Billed
C03009-01	01 - Design	\$51,500.00	LS	55%	\$28,325.00	\$18,540.00	\$9,785.00
	02 - Survey	\$19,700.00	LS	0%	\$0.00	\$0.00	\$0.00
C03009-02	Barton Avenue and Brown Acres Golf Course Design	\$20,000.00	CP	12%	\$2,391.02	\$2,033.00	\$358.02
C03009-03	Permitting/Easement Assistance	\$5,000.00	CP	6%	\$291.08	\$0.00	\$291.08
C03009-04	Bidding/Construction Assistance	\$10,000.00	CP	0%	\$0.00	\$0.00	\$0.00
C03009-05	Misc. As-Requested Services	\$5,000.00	CP	7%	\$363.85	\$0.00	\$363.85
Total Contract Amount					\$107,200.00	\$31,370.95	\$20,573.00
TOTAL THIS INVOICE							\$10,797.95

Must Match Contract Amount

Prior Invoices	\$20,573.00
This Invoice	\$10,797.95
Payments	-\$20,573.00
Balance on Account	\$10,797.95

- NOTE:**
- * There shall be only one invoice per contract per billing period.
 - * Any necessary details should be attached as backup.

**FRANKLIN ARCHITECTS
2015 BILLING RATES**

President	175.00
Managing Director	145.00
Director of Design	145.00
Vice President	125.00
Architect III	125.00
Architect II	115.00
Architect I	95.00
Project Manager	95.00
Designer	80.00
Interior Designer III	90.00
Interior Designer II	80.00
Interior Designer I	70.00
Landscape Architect	95.00
Technical III	80.00
Technical II	70.00
Field Administrator	85.00
Intern	50.00
Clerical	45.00