

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR PROFESSIONAL SERVICES RELATIVE TO CONTRACT NO. R-14-010-101, "THE BELL SITE", FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND NINE HUNDRED NINETY DOLLARS (\$112,990.00).

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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 Barge, Waggoner, Sumner & Cannon, Inc. for professional services relative to Contract No. R-14-010-101, "The Bell Site", for an amount not to exceed \$112,990.00.

ADOPTED: \_\_\_\_\_, 2016

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: May 9, 2016

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # \_\_\_\_\_

Council District # \_\_\_\_\_

7

A Council Action is requested for the Administrator of the Department of Public Works to enter into an agreement with Barge Waggoner Sumner & Cannon, Inc., for professional services, relative to Contract No. R-14-010-101, "The Bell Site", in an amount not to exceed \$112,990.00.

Name of Vendor/Contractor/Grant, etc.	<b>Barge Waggoner Sumner &amp; Cannon, Inc.</b>	New Contract/Project? (Yes or No)	Yes
Total project cost	\$ 112,990.00	Funds Budgeted? (YES or NO)	Yes
Total City of Chattanooga Portion	\$ 112,990.00	Provide Fund	4020
City Amount Funded	\$ 112,990.00	Provide Cost Center	G30007 NSCap
New City Funding Required	\$ 0	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: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: 1/26/09



# CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7  
Date of Issue 10-16-03  
Rev. 02-07-14

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

**Company: Barge Waggoner Sumner & Cannon, Inc.**

hereinafter called Consultant.

The Owner wishes to employ the Consultant to perform professional services for

**R-14-010 -101- "The Bell Site"**

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 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 engineer 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 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



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### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APV/L

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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 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



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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.

### 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



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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:** Doye Cox, P.E.  
Barge Waggoner Sumner & Cannon, Inc.  
1110 Market Street, Suite 200  
Chattanooga, TN 37402  
(423) 756-3025

**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:



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- 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 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

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# CITY OF CHATTANOOGA

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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.

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

_____	Date	_____	Administrator of Public Works	_____	Date
			<i>SIGNATURES</i>		
			<i>IN PROGRESS</i>		
_____	Date	_____	Russell D. Moorehead	_____	Date

Reviewed by City Attorney Office \_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT A**

Owner: City of Chattanooga, Tennessee

Consultant: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **R-14-010 - The "Bell Site"**

**PROJECT**

The Chattanooga Department of Public Works aims to redevelop the former Charles A. Bell School site ("Bell Site") into a public park that provides recreation, green space, and physical activity opportunities to South Chattanooga/Alton Park.

**SCOPE OF SERVICES**

**1. BASIC SERVICES**

The Consultant agrees to provide the following services defined as payables, as per the items stated above in the Scope of Work, General Scope of Work and the Specific Scope of Work, all as defined as Basic Services on Attachment B:

**A. Public Participation**

1. BWSC will meet with the City of Chattanooga Department of Public Works (Public Works) and Department of Economic and Community Development (ECD) to develop a final plan for the public outreach element of the project.
2. BWSC will develop presentation materials to assist the City in public outreach efforts regarding the subject development. Materials will include
  - i. At least three (3) concept sketches
  - ii. Project summary poster(s)

**B. Final Master Plan Refinement and Presentation**

1. Based on input from the public involvement, the project budget and the City, BWSC will make changes as appropriate to the concept drawings and present them to the City in an initial design review meeting.
2. BWSC will incorporate any final comments from the design review meeting and prepare a master plan illustrating the proposed project improvements incorporating any City comments. The master plan will not be rendered but will be of sufficient detail to serve as a final scoping document.
3. BWSC will prepare an Opinion of Probable Construction Cost (OPCC).

**C. Construction Documents**

1. BWSC will prepare 60% documents and present them to the City in a second design review meeting.
2. Based on comments received after the second design review meeting, BWSC will prepare 90% documents and present them to the City in a final design review meeting.



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3. Based on comments received after the final design review meeting, BWSC will prepare construction documents suitable for bid.

Program includes: On-street parking; natural turf multi-purpose field; pre-engineered pavilion structure; pre-engineered restroom building; walking trail; and associated park amenities.

Drawings to include: Site Grading; Utilities (Water, Sewer, Electrical); Site Lighting and conduit for future security cameras; E & S; Landscape Plans; Limited Architectural, MEP & Structural.

BWSC to provide one sealed and signed hard copy and fifteen electronic copies on "flash drives" of Project Manual with Technical Specifications and SWPPP.

Assist with specifying early procurement for pre-engineered pavilion structure and pre-engineered restroom building.

### D. Bid Services

1. Assist with advertisement and solicitation of bids.
2. Prepare and issue addendums as required during bid phase.
3. Attend pre-bid meeting.
4. Respond to Contractor questions.
5. Attend bid opening.
6. Prepare certified bid tabulation.
7. Submit recommendation of award.

### E. Construction Services

Provide periodic visits to the site by a Landscape Architect, Engineer other design professional. Observe the progress of the work and general compliance with the contract documents. Provide general consultation and advice to owner during construction. These services will also include:

1. Preconstruction Conference.
2. Review and approval of contractor shop drawing submittals, progress schedule, and schedule of values and monitor for performance during the contract period.
3. Review and approval and recommendation of payment of contractor monthly pay request.
4. Review change order requests; prepare and issue change order as appropriate.
5. Provide necessary interpretations and clarifications of the contract documents.

The following is a list of assumptions related to the noted proposal:

- Suitable electronic base information of the project area is available and will be provided to BWSC in an acceptable electronic format.
- Client to assist with the gathering of existing data related to the project site.
- Proposal based on project schedule provided during initial meeting Design of off-site public or other utilities.
- Design of site lighting is included.
- Assumed one pavilion and one bathroom facility both pre-fabricated.
- All permit applications will be prepared by BWSC.
- Resolution of property, land acquisition, platting and zoning issues can be provided as an additional service.
- Environmental assessments, wetland delineations, provided by others.



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- Public meetings in addition to those noted herein can be provided as an additional service. Record drawing preparation based upon markups prepared by the general contractor by others.
- Payment of building permit application and related fees is to be by others.
- Access to the project sites will be provided by the City.
- Record drawing preparation (if required) based upon markups prepared by the general contractor by others.
- All concrete, earthwork, and structural steel testing will be furnished by others.
- All property, land acquisition, platting and zoning issues are assumed to have been resolved by others.
- Preparation of erosion control plans and an "NOI" is included.
- Closure or special use of any existing ROW's is assumed to be by others.
- Any field construction stake-out surveying or as-built surveying is by others.
- Construction phase services based on City provided schedule (3 months).
- An art component for this project is not included but may be provided as an additional service.
- Irrigation design is not included.

### 2. SUPPLEMENTAL SERVICES

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

### 3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:

N/A



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STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

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## ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Consultant: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **R-14-010 - The "Bell Site"**

### COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Consultant as follows:

- For the Basic Services described in Attachment A, **\$ 102,990.00**. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Consultant. Payment for the Contractor's services will be made in the following manner:

	Sub-task	Entire Task
<b>Public Participation/Concepts</b>		<b>\$ 9,100.00</b>
Civil Design Services	\$ 46,470.00	
Civil Bid/Award Services	\$ 6,640.00	
Civil Construction Services	\$ 13,280.00	
<b>Total Civil Engineering Services</b>		<b>\$ 66,390.00</b>
Architectural/Landscape Arch. Design Services	\$ 14,000.00	
Architectural/Landscape Arch. Bid/Award Services	\$ 2,000.00	
Architectural/Landscape Arch. Construction Services	\$ 4,000.00	
<b>Total Architectural/Landscape Arch. Services</b>		<b>\$ 20,000.00</b>
<b>SWPPP</b>		<b>\$ 7,500.00</b>
<b>Total</b>		<b>\$ 102,990.00</b>

- Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Project Support as requested **\$10,000.00 (hourly)**

- Hourly rates for each classification as defined by the Consultant's rate schedule, see Attachment F. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).
- Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of 15%. 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.
- The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
- 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.
- Invoices shall be submitted using the Standard Invoice form, Attachment G.



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### ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Consultant: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **R-14-010 - The "Bell Site"**

### 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.



## CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7  
Date of Issue 10-16-03  
Rev. 02-07-14

### ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Engineer: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **R-14-010 - The "Bell Site"**

### 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.



**ATTACHMENT E**

Owner: City of Chattanooga, Tennessee

Engineer: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **R-14-010 - The "Bell Site"**

**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. Notice to Proceed
2. Conceptual Plan Layout within 21 calendar days
3. Community Involvement Meeting
4. Conceptual Plan Layout Approval 7 calendar days
5. 60% Design Completion 30 calendar days
6. 60% Design Approval 7 calendar days
7. 90% Design Completion 30 calendar days
8. 90% Design Approval 7 calendar days
9. Bid Documents 14 calendar days
10. Bid Advertisement
11. Bid Date 28 calendar days
12. Council Award of Bid 21 calendar days
13. Notice of Award
14. Notice to Proceed
15. Construction Start
16. Construction End 90 calendar days
17. 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.



# CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7  
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Rev. 02-07-14

## ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **R-14-010 - The "Bell Site"**

## RATE SCHEDULE

Principal-in-Charge / Technical Advisor .....	\$215
Sr. Project Manager / Sr. Technical Leader / Quality Control .....	\$205
Sr. Technical Specialist.....	\$205
Sr. Professional Engineer IV / Project Manager II / Engineering Manager II .....	\$190
Sr. Professional Engineer III .....	\$185
Project Manager I / Engineering Manager I.....	\$175
Sr. Professional Engineer II .....	\$175
Sr. Professional Engineer I .....	\$150
Project Facilitator.....	\$150
Professional Engineer II .....	\$140
Professional Engineer I.....	\$125
Staff Engineer II.....	\$110
Designer III / Sr. Specialist.....	\$150
Designer II .....	\$120
Designer I.....	\$110
Staff Engineer I.....	\$100
CADD Technician II.....	\$100
CADD Technician I.....	\$90
Sr. Landscape Architect .....	\$140
Landscape Architect.....	\$110
Landscape Architect-In-Training .....	\$85
Sr. Registered Land Surveyor .....	\$130
Two-man Survey Crew.....	\$130
Registered Land Surveyor .....	\$100
Survey Technician w/ Robotic Instr. / GPS .....	\$85
One-man Surveyor w/Assistant .....	\$55
Resident Project Representative III .....	\$110
Resident Project Representative II .....	\$100
Resident Project Representative I .....	\$85
Project Administrator.....	\$90
Office Administrator .....	\$80
Administrative Support .....	\$75



# CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7  
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## ATTACHMENT G

### STANDARD INVOICE

Indicates MANDATORY item

#### CONSULTANT LETTERHEAD

ATTN: City Project Manager  
REF:  *Provided by City*  
CODE: Consultant Project Number  
PO: City Project Number **in format S-02-001-101**

\*\*\*\*\*  
INVOICE  
\*\*\*\*\*

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

*Must be Sequential Number*

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

*Invoice Must show Billing Period.*

*This Breakdown must list each item of the Contract.*

Consultant Project No.	Description	Fee	Work	Percent	Amount	Previous	This
C03009-01	01 - Design	\$51,500.00	LS	55%	\$28,325.00	\$18,540.00	\$9,785.00
	02 - Survey	\$15,700.00	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%	\$291.06	\$0.00	\$291.06
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		<b>\$107,200.00</b>			\$31,370.95	\$20,573.00	
<b>TOTAL THIS INVOICE</b>							<b>\$10,797.95</b>

*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

**EXHIBIT "A"**

**Professional Services for the Charles A. Bell School Site (The Bell Site)  
Project Number R-14-010-101  
Scope of Services  
May 4, 2016**

This scope of services is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Time of Performance
- V. Owner's Responsibilities
- VI. Deliverables
- VII. Compensation

**I. PROJECT DESCRIPTION**

The Chattanooga Department of Public Works aims to redevelop the former Charles A. Bell School site ("Bell Site") into a public park that provides recreation, green space, and physical activity opportunities to South Chattanooga/Alton Park. BWSC will provide professional services to the City to that end.

**II. SCOPE OF SERVICES**

**A. Public Participation**

- 1. BWSC will meet with the City of Chattanooga Department of Public Works (Public Works) and Department of Economic and Community Development (ECD) to develop a final plan for the public outreach element of the project.
- 2. BWSC will develop presentation materials to assist the City in public outreach efforts regarding the subject development. Materials will include:
  - i. At least three (3) concept sketches
  - ii. Project summary poster(s)

**B. Final Master Plan Refinement and Presentation**

- 1. Based on input from the public involvement, the project budget and the City, BWSC will make changes as appropriate to the concept drawings and present them to the City in an initial design review meeting.
- 2. BWSC will incorporate any final comments from the design review meeting and prepare a master plan illustrating the proposed project improvements incorporating any City comments. The master plan will not be rendered but will be of sufficient detail to serve as a final scoping document.
- 3. BWSC will prepare an Opinion of Probable Construction Cost (OPCC).

**C. Construction Documents**

- 1. BWSC will prepare 60% documents and present them to the City in a second design review meeting.

2. Based on comments received after the second design review meeting, BWSC will prepare 90% documents and present them to the City in a final design review meeting.
3. Based on comments received after the final design review meeting, BWSC will prepare construction documents suitable for bid.
4. BWSC to provide one sealed and signed hard copy and fifteen electronic copies on "flash drives" of Project Manual with Technical Specifications and SWPPP.

**D. Bid Services**

1. Assist with advertisement and solicitation of bids.
2. Prepare and issue addendums as required during bid phase.
3. Attend pre-bid meeting.
4. Respond to Contractor questions.
5. Attend bid opening.
6. Prepare certified bid tabulation.
7. Submit recommendation of award.

**E. Construction Services**

Provide periodic visits to the site by a competent Landscape Architect, Engineer other design professional. Observe the progress of the work and general compliance with the contract documents. Provide general consultation and advice to owner during construction. These services will also include:

1. Preconstruction Conference.
2. Review and approval of contractor shop drawing submittals, progress schedule, and schedule of values and monitor for performance during the contract period.
3. Review and approval and recommendation of payment of contractor monthly pay request.
4. Review change order requests; prepare and issue change order as appropriate.
5. Provide necessary interpretations and clarifications of the contract documents

**F. Supplemental Services**

BWSC has included a budget for supplemental services in the event the Client requires additional professional services not within the scope of the agreement. No additional service work will be conducted or billed unless tasked in writing by the client. All work tasked as supplemental services shall be billed on a cost plus basis at BWSC standard hourly rates.

**III. ASSUMPTIONS**

The following is a list of assumptions related to the noted proposal:

- Suitable electronic base information of the project area is available and will be provided to BWSC in an acceptable electronic format;
- Client to assist with the gathering of existing data related to the project site;
- Proposal based on project schedule provided during initial meeting Design of off-site public or other utilities;
- Design of site lighting is included;
- Assumed one pavilion and one bathroom facility both pre-fabricated;

- All permit applications will be prepared by BWSC all permit fees to be paid by BWSC and submitted to the City as a reimbursable expense;
- Resolution of property, land acquisition, platting and zoning issues can be provided as an additional service;
- Environmental assessments, wetland delineations, provided by others;
- Public meetings in addition to those noted herein can be provided as an additional service. Record drawing preparation based upon markups prepared by the general contractor by others;
- All concrete, earthwork, and structural steel testing will be furnished by others;
- Preparation of erosion control plans and an "NOI" is included;
- Closure or special use of any existing ROWs is assumed to be by others;
- Any field construction stake-out surveying or as-built surveying is by others;
- Payment of building permit application and related fees is to be by others;
- Access to the project sites will be provided by the City;
- Record drawing preparation (if required) based upon markups prepared by the general contractor by others;
- All concrete, earthwork, and structural steel testing will be furnished by others;
- All property, land acquisition, platting and zoning issues are assumed to have been resolved by others;
- Construction phase services based on City provided schedule (3 months).

#### **IV. TIME OF PERFORMANCE**

BWSC is prepared to begin work immediately upon receipt of written Notice to Proceed. BWSC has based this proposal on the City-provided schedule.

#### **V. OWNER'S RESPONSIBILITIES**

- Appoint a single point of contact for project coordination purposes;
- Schedule and manage public participation efforts;
- Coordinate the procurement of off-site soil from other City jobs to be used for site fill
- Provide access to facilities and site;
- Provide existing site information relevant to the project including survey, environmental, and planning documents and information;
- Assist with the assimilation and collection of project data;
- Provide review and comment in accordance with the city provided schedule.

#### **VI. DELIVERABLES**

One copy of the following items along with relevant electronic files will be provided as part of our services:

- Three planning concepts (sketch format);
- Other documents as relevant for public participation;
- Interim and final master plan;
- OPCC;
- 60% documents;
- 90% documents;
- Bid documents (One sealed and signed hard copy plus fifteen electronic copies);
- Pre-Bid meeting minutes;
- Addenda;
- Bid Tabulation and recommendation letter;
- Final Project Manual including contract documents;

- Submittal review documentation;
- Change request documentation;
- Record Drawings (if required);
- Close-out documents.

## VII. COMPENSATION

BWSC can conduct these efforts for the following Lump Sum Fees:

<b>Public Participation/Concepts</b>		<b>\$ 9,100.00</b>
<b>Civil Design Services</b>	<b>\$ 46,470.00</b>	
<b>Civil Bid/Award Services</b>	<b>\$ 6,640.00</b>	
<b>Civil Construction Services</b>	<b>\$ 13,280.00</b>	
<b>Total Civil Engineering Services</b>		<b>\$ 66,390.00</b>
<b>Architectural/Landscape Arch. Design Services</b>	<b>\$ 14,000.00</b>	
<b>Architectural/Landscape Arch. Bid/Award Services</b>	<b>\$ 2,000.00</b>	
<b>Architectural/Landscape Arch. Construction Services</b>	<b>\$ 4,000.00</b>	
<b>Total Architectural/Landscape Arch. Services</b>		<b>\$ 20,000.00</b>
<b>SWPPP</b>		<b>\$ 7,500.00</b>
<b>Supplemental Services</b>		<b>\$ 10,000.00</b>
	<b>Total</b>	<b>\$ 112,990.00</b>