

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH CD TECHNICAL SERVICES FOR PROFESSIONAL SERVICES RELATIVE TO CONTRACT NO. R-15-021-101, VARIOUS PARKS ADA COMPLIANCE ANALYSIS, FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000.00).

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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 CD Technical Services for professional services relative to Contract No. R-15-021-101, Various Parks ADA Compliance Analysis, for an amount not to exceed \$157,000.00.

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

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: July 1, 2016

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

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

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

Various Locations \_\_\_\_\_

A Council Action is requested for the Administrator of the Department of Public Works to enter into an agreement with CD Technical Services, for professional services, relative to **Contract No. R-15-021-101, Various Parks ADA Compliance Analysis**, in an amount not to exceed \$157,000.00.

Name of Vendor/Contractor/Grant, etc. CD Technical Services

New Contract/Project? (Yes or No) Yes

Total project cost \$ 157,000.00

Funds Budgeted? (YES or NO) Yes

Total City of Chattanooga Portion \$ 157,000.00

Provide Fund 4016

City Amount Funded \$ 157,000.00

Provide Cost Center K18131 K18128

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)

\$150,000.00

4016 - K18131

\$7,000.00

4016 - K18128

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

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

FY16 Capital Funds

Approved by \_\_\_\_\_

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

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

#### **CD Technical Services**

hereinafter called Consultant.

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

**Contract No.:** R-15-021-101  
**Contract Name:** Various Parks ADA Compliance Analysis

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. **TERM**

**This Agreement shall be effective for one (1) year from the Effective Date. This Agreement may be renewed for two (2) additional terms of one (1) year each at the option of the Owner.**

3. GOVERNING LAW

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

4. 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.

5. COMPENSATION

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

6. OWNER'S RESPONSIBILITIES

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

7. SUPPLEMENTAL AGREEMENTS

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

8. PROJECT SCHEDULE

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

9. RATE SCHEDULE

The Consultant shall provide a schedule of standard hourly rates for all employees to be used in the



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### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

performance of all contracts with a cost-not-to-exceed basis. This schedule shall be incorporated into the agreement as Attachment F.

#### 10. INVOICING

The Consultant will use the format established in Attachment G, Standard Invoice, for all invoices submitted for services on the Project.

#### 11. 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 under similar circumstances in the same area of practice. Consultant makes no warranty or guarantee, either expressed or implied, as part of this agreement.

#### 12. 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.

#### 13. 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



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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.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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 subconsultants, shall be made available for inspection and copying upon written request to the Owner. Additionally, said



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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 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.

#### 19. 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



## CITY OF CHATTANOOGA

### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

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.

#### 20. 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.

#### 21. 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.

#### 22. COMMUNICATIONS

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



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**Consultant:** Christopher L. Davis, P.E. (GA, AL, NC) CPESC  
Owner  
CD Technical Services  
6421 Davis Hill Road  
Harrison, TN 37341  
(423) 413-9297

**Owner:** City of Chattanooga  
Department of Public Works  
Engineering Division  
Suite 2100, Development Resource Center  
1250 Market Street  
Chattanooga, TN 37402  
(423) 643- 6188

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.

#### 24. 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.

#### 25. 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



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### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

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.

#### 26. 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

#### 27. 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.

#### 28. 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.

#### 29. THIRD PARTY RIGHTS

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

#### 30. 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.

#### 31. 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.

#### 32. 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.



**CITY OF CHATTANOOGA**  
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

33. 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.

34. 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.

*[Handwritten Signature]* 7/01/16  
Consultant Date

\_\_\_\_\_  
Administrator of Public Works Date

\_\_\_\_\_  
Consultant Date

\_\_\_\_\_  
Director of Purchasing Date

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



# CITY OF CHATTANOOGA

## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

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### ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Consultant: **CD Technical Services**

Project Number & Name: **Contract No.: R-15-021-101**  
**Various Parks ADA Compliance Analysis**

### SCOPE OF SERVICES

#### 1. BASIC SERVICES –

The project is specifically defined below:

The Consultant agrees to provide the following services:

General Scope of Work – The Scope of Work for this contract is based on the attached priority list from the Parks Maintenance Division (Attachment-A1). Attachment-A1 contains a listing of the City Park properties, and the park properties highlighted and designated as “Priority” marked in the “ADA Assessment” column constitute the first parks to be assessed. The scope of work, and associated compensation in Attachment B, for the first year of the contract is to complete 80% of the parks designated as “Priority”. The Scope of Work for subsequent years will be to complete the remaining priority projects and additional projects as directed by the City, based on the City’s budget for that year.

It is understood that due to the nature of the project, the Scope of Work for Year-1 may need to be adjusted to some degree. Once it is determined that a scope adjustment is required, the City will be informed in a timely manner and an appropriate adjustment will be negotiated with the City.

#### **Task 1 - Geodatabase Computer Application Development:**

The Consultant will develop an Enterprise ArcSDE Geodatabase to manage the data collected from the ADA Compliance Assessment. The purpose of the geodatabase is to create a centralized information system based on ESRI GIS software to provide streamlined data collection, planning, construction estimates and management of the ADA Compliance Assessment. The Consultant will work with The City of Chattanooga GIS Department to create a geodatabase that will integrate with the City’s existing GIS system. City GIS Department will be available for technical assistance, but the geodatabase will be developed by the Consultant.

The application will allow the inspectors to input field data into the GIS system outlining deficiencies at each park that need to be corrected as well as associated cost estimates for repairs. Established ADA checklists will be utilized and incorporated into the GIS database application.

#### **Task 2 - ADA Compliance Analysis of Parks:**



## CITY OF CHATTANOOGA

### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

**Kickoff Meeting** - As soon as the contract has been executed (if not before), it is critical that a kickoff meeting be held with the Project Team, the City of Chattanooga Park Maintenance Division, Public Works Engineering, and any other involved parties to discuss the project priorities and establish the schedule of submittals for the year and following.

**Quality Control** - The Team will employ a project specific Quality Control Program (QCP) to reduce costly errors and oversights. The accomplishment of this portion of the plan will be the responsibility of every member of the project team. We have three key team members, and each team member will perform quality control on the other team members work areas. The Team will hold periodic review meetings for the sole purpose of identifying quality control issues during the process. In addition, established ADA checklists will be utilized and incorporated into the Geodatabase application supporting the quality control of the project.

**Criteria** - State and Local government facilities must follow the requirements of the 2010 Standards for Accessible Design, including both the Title II regulations at 28 CFR 35.151; and the 2004 ADAAG at 36 CFR part 1191, Appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail.

**Compliance Date for Title II:** If the start date for construction is on or after March 15, 2012, all newly constructed or altered State and local government facilities must comply with the 2010 Standards. Before that date, the 1991 Standards (without the elevator exemption), the UFAS, or the 2010 Standards may be used for projects when the start of construction commences on or after September 15, 2010.

The Architectural and Transportation Barriers Compliance Board - often referred to as the "Access Board" - has developed accessibility guidelines for newly constructed and altered play areas. The play area guidelines are a supplement to the Americans with Disabilities Act Accessibility Guidelines (ADAAG). These guidelines are adopted into law in 2010 and are enforceable standards by the Department of Justice, as of March 15, 2011, all newly constructed and altered play areas covered by the ADA are required to comply.

**Progress Meeting** - The City's Project Manager and the Consultant Project Manager set up regular reviews throughout the project timeframe. A monthly timeframe is anticipated here, but a different schedule can be proposed by the City if desired. These reviews can be held at the Development Resource Center (DRC), or at one of the parks when appropriate. The entire Project Team will attend the meetings along with the City Project Manager. Any other involved City personnel will be invited to attend the meetings as well. The Progress Meeting discussion will include the following:

- Park ADA Inspections and Reports completed the previous month
- Park ADA Inspections and Reports in progress
- Park ADA Inspections and Reports planned for the next month
- Schedule progress
- Problems (New, Anticipated and Resolved)
- Support Needed
- Materials needed (maps etc.) for upcoming inspections
- Revisit of Repaired areas



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### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

A Project Team member will take notes at the meeting and submit the project notes to the other attendees including the City's Project Manager.

Preparation for the Inspection – Prior to beginning the inspection of each park, the inspectors will compile needed data such as maps, floorplans, checklists, equipment needed, and plan the inspection based on facilities present at each park. If an up to date scalable map is not available, a GIS image can be printed for use.

Perform Inspection – Inspections of each park will be done in the order of priority, based on the order developed by the City Park staff (Attachment-A1) and updated as needed. The inspectors of each discipline will utilize tools such as checklists, cameras and tape measures as they make a close visual inspection of each area of each facility. Additionally, a laser level will be setup to inspect the slopes and cross-slopes of ramps, accessible paths and other walkways/paths. The location of deficiencies will be recorded in the Geodatabase application. Each member of the Project Team will perform Quality Control checks on the other two team members in the form of spot checks.

Report – A detailed report (preliminary and final) will be developed for each park and incorporated into the City Geodatabase to include:

- Deficiencies / Barriers discovered (including location)
- Solutions to deficiencies/barriers
- Cost Estimates

Re-inspect – The Consultant will re-inspect/reassess any repair areas as they are completed in order to assess the compliance of the repair.

## 2. SUPPLEMENTAL SERVICES

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

### Task 3 - Design Services:

Scope of Work - The Consultant will design and specify needed repairs identified during the "ADA Compliance Analysis" phase of the project.

When the City has determined that detailed design plans are warranted, the Consultant will develop a design fee estimate and provide to the City for review and approval prior to beginning design.

The Consultant will prepare 30%, 60% and 90% plans for review by the City and incorporate any City comments into the final plans.

The Consultant will prepare final Contract Documents and Specifications referencing the City of Chattanooga Department of Public Works Standard Specifications for this project, revise the City of Chattanooga Standard Details and Specifications only as required, and provide supplemental specifications and/or details when needed. Designs will be in accordance with current ADA requirements.



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The Consultant will calculate construction quantities and prepare cost estimates in the City of Chattanooga standard format, and monitor the cost estimate throughout the design.

If the City contracts with an outside firm for the design services, our team can assist the City with third-party plan reviews of construction plans and specifications developed by others.

#### **Task 4 - Bidding Services:**

The CD Technical Services will provide professional services associated with solicitation of bids, for designs developed in Task 3, including but not limited to the following:

- Attend Pre-bid meeting if required
- Attend Bid opening
- Answer bidders questions
- Prepare addendums as required
- Prepare Bid comparison / certified tabulation
- Prepare Bid recommendations
- Prepare contract books for execution
- (Fee calculation is based on bidding two (2) projects)

#### **Task 5 - Additional Services:**

If Additional Services are requested by the City, a cost will be estimated and provided to the City for review and approval prior to beginning any additional service.

### **3. REIMBURSABLE EXPENSES:**

Project specific reimbursable expenses and charges shall include the following:

Project specific reimbursable expenses are not anticipated, but if required they will be authorized in writing by the Owner prior to purchase and invoiced through Task-5 (Additional Services). Also, see Attachment B, Paragraph 4.



**CITY OF CHATTANOOGA**  
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**ATTACHMENT B**

Owner: City of Chattanooga, Tennessee

Consultant: **CD Technical Services**

Project Number & Name: **Contract No.: R-15-021-101**  
**Various Parks ADA Compliance Analysis**

**COMPENSATION**

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

1. For the Basic Services described in Attachment A, a **Total Cost Not to Exceed Fee of \$ 120,000.00**. The fee will be broken down into Tasks as shown below. Payments shall be made monthly in amounts which are consistent with the amount of professional services provided, as determined by the Consultant.

<b>Task 1 - Geodatabase Computer</b>			
<b>Application Development:</b>	<b>A Lump Sum Fee of</b>		<b>\$20,000.00</b>
<b>Task 2 - ADA Compliance Analysis:</b>	<b>A Lump Sum Fee of</b>		<b>\$100,000.00</b>
		<b>Subtotal</b>	<b>\$ <u>120,000.00</u></b>

2. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner, The maximum limit for each item of supplemental service shall be established individually and specifically agreed to by the Owner and the Consultant in the Work Order.

Supplemental Services:

<b>Task 3 - Design Services:</b>	<b>A Cost Not to Exceed Fee of</b>		<b>\$23,000.00</b>
<b>Task 4 - Bidding Services:</b>	<b>A Cost Not to Exceed Fee of</b>		<b>\$4,000.00</b>
<b>Task 5 - Additional Services:</b>	<b>A Cost Not to Exceed Fee of</b>		<b>\$10,000.00</b>
		<b>Subtotal</b>	<b>\$ <u>37,000.00</u></b>
		<b>Grand Total</b>	<b>\$ <u>157,000.00</u></b>

3. Hourly rates for each classification as defined by the Consultant's rate schedule, see Attachment F. Overtime, when authorized by the Owner, and agreed-upon by the Owner and the Consultant at the time of the execution of the Work Order. Then shall be billed at **1.5** times the rates listed in Attachment F (non-professional time only). Expert witness testimony and other services relating to litigation will also be billed at 1.5 times the rate listed in Attachment F.
4. Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of **10%**. Charges for use of computer equipment or software, local travel,



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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: **CD Technical Services**

Project Number & Name: **Contract No.: R-15-021-101**  
**Various Parks ADA Compliance Analysis**

#### 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.
8. Owner, at the time deemed necessary by the owner, will execute a Work Order to notify the consultant that they have been selected for a specific project, at which time a specific scope and value of contract will be negotiated.



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**ATTACHMENT D**

Owner: City of Chattanooga, Tennessee

Consultant: **CD Technical Services**

Project Number & Name: **Contract No.: R-15-021-101**  
**Various Parks ADA Compliance Analysis**

**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.

**No supplemental agreements are included in this contract as of the date of signing.**



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**ATTACHMENT E**

Owner: City of Chattanooga, Tennessee

Consultant: **CD Technical Services**

Project Number & Name: **Contract No.: R-15-021-101**  
**Various Parks ADA Compliance Analysis**

**PROJECT SCHEDULE**

Owner and Consultant recognize that time is of the essence of each Work Order and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. 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: Shall be on a Project by Project Basis as defined in the Work Order.**

1. It is understood and agreed that the Consultant shall start the performance of Basic or Supplemental Services as described in each Work Order within 10 days of receipt of a written Notice to Proceed and shall complete the work in accordance with the Work Order times set forth therein.
2. The Project Schedule for the first year of this contract is based on the attached priority list from the Parks Maintenance Division (Attachment-A1). Attachment-A1 contains a listing of the City Park properties, and the park properties highlighted and designated as "Priority" marked in the "ADA Assessment" column constitute the scope of work for the first year of the contract is to complete 80% of the parks designated as "Priority". The Project Schedule for subsequent years will be to complete the remaining priority projects and additional projects as directed by the City, based on the City's budget for that year.



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**ATTACHMENT F**

Owner: City of Chattanooga, Tennessee

Consultant: **CD Technical Services**

Project Number & Name: **Contract No.: R-15-021-101**  
**Various Parks ADA Compliance Analysis**

**RATE SCHEDULE**

**CD TECHNICAL SERVICES RATE SCHEDULE (INCLUDING SUBCONTRACTORS)**

**City of Chattanooga R-15-021-101**

**June 2016**

<u><b>CLASSIFICATION</b></u>	<u><b>HOURLY BILLING RATE</b></u>
Project Manager .....	\$ 110.00
Engineer of Record (Civil) .....	\$ 125.00
Landscape Architect.....	\$ 110.00
Architect.....	\$ 130.00
Architectural Associate.....	\$ 75.00
Resident Project Representative (RPR).....	\$ 97.00
Clerical.....	\$ 50.00

Project site specific mileage shall be paid at the current Federal rate when agreed-upon by the Consultant and Owner.



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## ATTACHMENT G

### STANDARD INVOICE

Indicates MANDATORY Item

#### CONSULTANT LETTERHEAD

ATTN: City Project Manager  
 REF: Project Name  
 CODE: Consultant Project Number  
 PO: 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		Percent Work to Date	Amount Billed	Previous Billed	This Invoice Billed
		Base					
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%	\$291.08	\$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
	<b>Total Contract Amount</b>	<b>\$107,200.00</b>			<b>\$31,370.95</b>	<b>\$20,573.00</b>	
	<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





