

RESOLUTION NO. 28908

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH HEFFERLIN+KRONENBERG ARCHITECTS, PLLC FOR PROFESSIONAL ARCHITECTURAL SERVICES RELATIVE TO CONTRACT NO. Y-15-008-101, THE AVONDALE YOUTH AND FAMILY DEVELOPMENT CENTER, FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS (\$340,500.00).

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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 Hefferlin+Kronenberg Architects, PLLC for professional architectural services relative to Contract No. Y-15-008-101, the Avondale Youth and Family Development Center, for an amount not to exceed \$340,500.00.

ADOPTED: January 24, 2017

/mem



## CITY OF CHATTANOOGA

### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

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

**Hefferlin + Kronenberg Architects, PLLC**

hereinafter called Architect.

The Owner wishes to employ the Architect to perform professional architectural services for

**Y-15-008-101, The Avondale Youth and Family Development Center**

hereinafter called Project.

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

1. **EFFECTIVE DATE**

The effective date of this Agreement shall be January 5<sup>th</sup>, 2017.

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 Architect 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 Architect 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.



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#### 9. INVOICING

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

#### 10. STANDARD OF CARE

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

#### 11. INDEMNIFICATION

Architect 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 Architect's actual negligent performance of Services under this Agreement, including errors or omissions.

Owner hereby agrees to fully indemnify and hold harmless Architect 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 Architect 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

Architect 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, Architect 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 Architect and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold Architect harmless from any claim, liability, and/or defense costs for injury or loss arising from Architect's



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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

Architect 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 Architect, 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 Architect in Attachment A, Scope of Services.

#### 14. OPINIONS OF COST AND SCHEDULE

Since Architect 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, Architect's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as an Architect. Architect does not guarantee that costs will not vary from Architect's cost estimates or that actual construction schedules will not vary from Architect's projected schedules.

#### 15. REUSE OF DOCUMENTS

All documents, including, but not limited to calculations, drawings, specifications, and computer software prepared by Architect 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 Architect for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Architect. Any verification or adaptation requested by Owner shall entitle Architect to compensation at rates to be agreed upon by Owner and Architect.

#### 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, calculations, drawings, specifications, and other documents prepared by Architect as part of the Services shall become and be the sole property of Owner. However, both Owner and Architect shall have the unrestricted right to their use. Architect 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 Architect.

#### 17. RECORDS RETENTION AND AUDIT PROVISION

The term "Architect" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Architect, 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 Architect or the Architect's consultants, 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 Architect and its personnel to perform the obligations of this Agreement and the records of expenses incurred by the Architect in its performance under said Agreement. The Architect 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 architectural 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 Architect. The Owner may further audit any of Architect'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 Architect 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 Architect. Documents shall be maintained by the Architect, 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 Architect 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 Architect and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Architect'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 Architect 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



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performance of this Agreement for Owner's convenience upon written notice to Architect. If

termination or suspension is for Owner's convenience, Owner shall pay Architect for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Architect shall be made to Architect's compensation.

#### 19. DELAY IN PERFORMANCE

Neither Owner nor Architect 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 Architect 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 Architect 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 Architect, as set forth in Attachment E, Project Schedule, caused by circumstances which are within its control, such delays shall be documented on the Architect's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Architect. 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 Architect is delayed in the performance of Services because of delays caused by Owner, Architect 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 Architect 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 Architect also agree that the discovery of unanticipated hazardous materials may make it necessary for the Architect to take immediate measures to protect health and safety. Owner agrees to compensate Architect for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Architect 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 Architect harmless for any and all consequences of disclosures made by Architect 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:



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**Architect:** **Hefferlin + Kronenberg Architects, PLLC**  
Heidi Hefferlin, AIA, Principal  
1216 Main Street, Suite 120  
Chattanooga, TN 37408  
(423) 266-3656  
[heidi@hkarchitects.net](mailto:heidi@hkarchitects.net)

**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 Architect and Owner.

#### 22. WAIVER

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

#### 23. DISPUTE RESOLUTION

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

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expenses of mediations.
- c. Such mediation may include the Architect 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



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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 Architect. All prior and contemporaneous communications, representations, and agreements by Architect, 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 Architect 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 Architect 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 Architect 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 Architect employs independent consultants, associates, and subcontractors to assist in performance of the Services, Architect 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 Architect.

#### 29. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venture, or associate of Architect, 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

Architect 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

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





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### 32. DRUG FREE WORKFORCE

Architect 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, Architect agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

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

  
\_\_\_\_\_  
Architect

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Reviewed by City Attorney Office

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date



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#### ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Architect: **Hefferlin + Kronenberg Architects, PLLC**

Project Number & Name: **Y-15-008-101, The Avondale Youth and Family Development Center**

#### SCOPE OF SERVICES

##### 1. BASIC SERVICES

The project is specifically defined below:

New 20,000 – 24,000SF recreational center for the community of Avondale in East Chattanooga. The building will be located at the corner of Wilcox Boulevard and Dodson Avenue. The scope includes the building and 10 feet of site around the perimeter. The existing building will remain in operation until the new center is completed. It will then be demolished. The city will be designing the parking lot and associated civil work in coordination with our team. The building construction will be a slab on grade with reinforced concrete masonry unit walls. The masonry walls will bear on spread footings, steel trusses will support the roof, insulation for the roof will be rigid insulation at the roof deck. The heating and cooling will either be package units or a closed loop water source heat pump system. The gymnasium and the entry likely will be exposed structure with High Bay lighting. The remainder of the building will have 10 foot ceilings, natural daylighting through windows and skylights or clerestories. The floor finishes will be polished concrete and walls will be painted. The City will not seek LEED certification for the project, however a sustainable approach is desired.

**Included:**

MEP/FP Engineering  
Structural engineering  
Civil Engineering – to 10 feet of the perimeter  
FF&E

**Excluded:**

Civil and landscape design beyond 10 feet of the building perimeter  
Parking lot design– Will be provided by the City  
Surveying– Will be provided by the City  
Soils and Geology – Will be provided by the City  
Demolition drawings of the existing Center – This service will be provided by the City  
NESHAP of the Existing building – This service will be provided by the City

The Architect agrees to provide the following services:

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



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### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

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

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

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

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

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

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

### **1.2 Schematic Design Phase Services**

**1.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall review community outreach plans with the City, assist with community input materials and attend 2 community outreach meetings.

**1.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies



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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

**1.2.4** Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. The Architect shall schedule a Pre-Submittal Meeting with the Land Development Office (LDO), to present the preliminary project and to receive feedback on requirements that will apply to the project.

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

**1.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services as supplemental services upon request.

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

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

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

### **1.3 Design Development Phase Services**

**1.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the



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

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

**1.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall attend a community outreach meeting and present the design to the community.

#### **1.4 Construction Documents Phase Services**

**1.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 1.6.4.

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

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

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

**1.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.



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**1.4.6** The Architect shall submit two (2) hard copies and one (1) electronic copy on digital disc to the LDO for building permitting, and one (1) electronic copy in PDF format to the LDO for the Land Disturbing Permit. The cost of the permit shall not be the responsibility of the Architect, but shall be that of the awarded Contractor.

## **1.5 Bidding or Negotiation Phase Services**

### **1.5.1 General**

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

### **1.5.2 Competitive Bidding**

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

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

1. Procuring the reproduction of two (2) sets of Bidding Documents, one (1) to the City's Project Manager and one (1) to the City Purchasing Department, along with twenty (20) electronic copies of the documents on USB drive;
2. Distributing the Bidding Documents to prospective bidders shall be the responsibility of the City Purchasing Department;
3. Organizing and conducting a pre-bid conference for prospective bidders;
4. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. To be present at the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

### **1.5.3 Negotiated Proposals**

**1.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**1.5.3.2** The Architect shall assist the Owner in obtaining proposals by

1. Procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;



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2. Organizing and participating in selection interviews with prospective contractors;  
and
3. Participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**1.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **1.6 Construction Phase Services**

### **1.6.1 General**

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

**1.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**1.6.1.3** The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**1.6.1.4** The Architect shall procure and distribute eight (8) hard copies of the final Contract Documents to be routed for execution by the awarded Contractor and other parties.

### **1.6.2 Evaluations of the Work**

**1.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 2.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or



## CITY OF CHATTANOOGA

### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

**1.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

**1.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **1.6.3 Certificates For Payment To Contractor**

**1.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract





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Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

**1.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **1.6.4 Submittals**

**1.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgement to permit adequate review.

**1.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**1.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.



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**1.6.4.4** Subject to the provisions of Section 2.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing

within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**1.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **1.6.5 Changes in the Work**

**1.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**1.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **1.6.6 Project Completion**

**1.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issues Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**1.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**1.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.



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**1.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**1.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operation and performance.

#### **Section 2:**

**2.3** Supplemental Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Supplemental Services provided in accordance with this Section 2.3 shall entitle the Architect to compensation pursuant to Attachment B and an appropriate adjustment in the Architect's schedule.

**2.3.1** Upon recognizing the need to perform the following Supplemental Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;



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8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of bidders or persons providing proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
11. Assistance to the Initial Decision Maker, if other than the Architect.

**2.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Supplemental Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an extensive number of Claims as the Initial Decision Maker;
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
6. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

**2.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Supplemental Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
2. Twenty-Four (24) visits to the site by the Architect over the duration of the Project during construction.



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### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
4. Two (2) inspections for any portion of the Work to determine final completion.

**2.3.4** If the services covered by this Agreement have not been completed within sixteen (16) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Supplemental Services.

### 3. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following: Employing consulting engineers for mechanical and electrical engineering including data needs to meet the requirements of the City's IT staff. Providing a rendering of the proposed space.

### 4. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:

Supplemental Services:

Reimbursable Expenses:     \$7,500.00

### 5. DELIVERABLES:

Architect is to provide two (2) printed stamped sets of plans and specifications and twenty (20) sets of plans and specifications on USB flash drives for bidding purposes. Architect is also to provide eight (8) stamped sets of Contract Books for execution by the awarded Contractor.



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

**ATTACHMENT B**

Owner: City of Chattanooga, Tennessee

Architect: **Hefferlin + Kronenberg Architects**

Project Number & Name: **Y-15-008-101, The Avondale Youth and Family Development Center**

**COMPENSATION**

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

1. For the Basic Services described in Attachment A, **\$323,000**. Payments shall be made monthly in amounts which are consistent with the amount of architectural services provided, as determined by the Architect.

|  |                          |
|--|--------------------------|
| <b>1. Schematic Design</b>                           | <b>(15%) \$48,450.00</b> |
| <b>2. Design Development</b>                         | <b>(25%) \$80,750.00</b> |
| <b>3. Construction Documents</b>                     | <b>(30%) \$96,900.00</b> |
| <b>4. Bidding and Negotiation</b>                    | <b>(05%) \$16,150.00</b> |
| <b>5. Construction Administration Phase Services</b> | <b>(25%) \$80,750.00</b> |

**Sub-Total      \$323,000.00**

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 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.

|  |                    |
|--|--------------------|
| <b>6. Reimbursable Expenses (printing costs)</b>   | <b>\$7,500.00</b>  |
| <b>7. Supplemental Services as may be required</b> | <b>\$10,000.00</b> |
| <b>Sub-Total</b>                                   | <b>\$17,500.00</b> |

**Grand Total      \$340,500.00**

3. Hourly rates for each classification as defined by the Architect'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).
4. 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,



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### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

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 Architect 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.



## CITY OF CHATTANOOGA

### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

#### ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Architect: **Hefferlin + Kronenberg Architects**

Project Number & Name: **Y-15-008-101, The Avondale Youth and Family Development Center**

#### OWNER'S RESPONSIBILITIES

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

1. Make available to the Architect 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 Architect and render decisions promptly to prevent delay to the Architect.
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 Architect's services.
4. Issue Notice(s) to Proceed to the Architect 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 Architect to perform the work set forth in this Agreement. Owner will notify any and all possessors of the project site that Architect has been granted free access to the site. Architect 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 Architect of findings relative to the possible presence of such materials.
8. Owner shall be responsible for providing the services outlined in Section 1 of Basic Services, listed as Excluded from the services provided by the Architect.
9. Owner shall provide a Resident Project Representative (RPR) for the Construction phase of the project.





## CITY OF CHATTANOOGA

### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

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#### ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Architect: **Hefferlin + Kronenberg Architects**

Project Number & Name: **Y-15-008-101, The Avondale Youth and Family Development Center**

#### SUPPLEMENTAL AGREEMENTS

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



## CITY OF CHATTANOOGA

### STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

#### ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Architect: **Hefferlin + Kronenberg Architects**

Project Number & Name: **Y-15-008-101, The Avondale Youth and Family Development Center**

#### PROJECT SCHEDULE

Owner and Architect 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, Architect has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Architect 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. Architect shall not be responsible for the time required by Owner's representative to review Architect's submittal. When review is complete, Owner shall, in writing, authorize Architect to proceed to the next submittal date. After final submittal date, Architect and Owner shall meet to evaluate Architect's performance with regard to design schedule. An Architect's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Architect. 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: Architect will make plan submittals to Owner based on the attached schedule:

1. 3 Concept Drawings – Architect will submit concept drawings within (21) calendar days after Notice to Proceed by Owner.
2. Schematic Design Drawings – Architect will submit Schematic Design Drawings within (21) calendar days after Approval of the Owner selected scheme chosen from the 3 concepts presented.
3. Design Development Phase Documents – Architect will submit design Development documents within (30) calendar days after Owners approval of Schematic Design
4. Construction Documents Phase – Architect will submit contract documents for office check by the Owner within (45) calendar days after Owner Approval of Design Development Documents.
5. Bid Documents – Architect will submit bid documents within (10) calendar days after the Notice to Resume Work is given by Owner following Office Check.
6. Bid / Award Services – 60 calendar days.
7. Construction Administration Services – 240 Construction, 60 Closeout, total 300 calendar days.
8. It is understood and agreed that the Architect 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 ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

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#### ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: **Hefferlin + Kronenberg Architects**

Project Number & Name: **Y-15-008-101, The Avondale Youth and Family Development Center**

#### RATE SCHEDULE

|   |                        |
|---|------------------------|
| <b>Senior Principal Architect/Engineer:</b> | <b>\$175/ per hour</b> |
| <b>Principal Architect</b>                  | <b>\$145/per hour</b>  |
| <b>Architect III:</b>                       | <b>\$125/ per hour</b> |
| <b>Architect II:</b>                        | <b>\$115/ per hour</b> |
| <b>Architect I:</b>                         | <b>\$95/ per hour</b>  |
| <b>Designer III:</b>                        | <b>\$96/ per hour</b>  |
| <b>Designer II:</b>                         | <b>\$90/ per hour</b>  |
| <b>Designer I:</b>                          | <b>\$80/ per hour</b>  |
| <b>Intern III:</b>                          | <b>\$96/ per hour</b>  |
| <b>Intern II:</b>                           | <b>\$90/ per hour</b>  |
| <b>Intern I:</b>                            | <b>\$80/ per hour</b>  |
| <b>Drafter III:</b>                         | <b>\$83/ per hour</b>  |
| <b>Drafter II:</b>                          | <b>\$74/ per hour</b>  |
| <b>Administrative</b>                       | <b>\$55/per hour</b>   |



# CITY OF CHATTANOOGA

## STANDARD AGREEMENT FOR ARCHITECTURAL SERVICES ADMINISTRATIVE APVL

### 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

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

Must be Sequential Number

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

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 |
|------------------------|--|--------------|----------------------|---------------|-----------------|---------------------|
|                        |  |              |                      |               |                 |                     |
| 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            |
|                        | Total Contract Amount                            | \$107,200.00 |                      | \$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.