



MEMORANDUM

May 21, 2013

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *ES*
David Parker, City Engineer/CIP Director
Brad Wilson, Project & Facilities Manager

SUBJECT: Approval to enter into a Professional Services Contract with Renaissance Group for the design and engineering services of a prototypical Fire Station Design as – Resolution 2013-25

Purpose

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) to consider the approval of a Professional Services Agreement (PSA) for design and engineering services for a prototypical fire hall.

Background

The Board of Mayor and Aldermen (BOMA) had determined that there is a need for additional fire stations located around the City to provide adequate fire and life safety protection to the citizens of Franklin. The Board voted at their May 14th meeting to direct staff to develop PSA with Renaissance Group for a prototypical fire station. Staff identified the desire to provide a prototypical design (that will be owned by the city) for future fire stations in order to minimize the cost of the station while providing the function, size and aesthetics needed and expected for facilities of this kind in Franklin. The current future sites (in the Westhaven and Berry Farms developments) are smaller sites so the discussion was to get a Phase 1 study completed to see if either a single or two story structure will accommodate the sites.

The Board of Mayor and Aldermen has given policy direction that new construction projects for the City would meet LEED qualifications where financially practical, but would not necessarily look to be commissioned. The thought was to design into the project LEED quality products that would fulfill the facility at least meeting a LEED standard. The attachment shows costing for the design of a facility with the LEED portion broken out for your consideration.

The Project's Scope of Services as shown as Exhibit A depicts the direction for a Fire Station which meets the building program identified by Fire Department. The basic program includes a facility of approximately 11,000 square feet including 2 or 3 apparatus bays, 9 to 12 fire personnel, kitchen, dining, day room, toilets and showers and appropriate mechanical, electrical and storage areas.

Exhibit B shows total project cost of all services including full LEED accreditation with a commissioning agent and a not to exceed amount of \$166,200 includes the programming and design phase, construction administration and the LEED enhanced commissioning. The noted fee includes an independent LEED consultant that works with the owner and architect during programming, schematics



and design development. In registering with the U.S. Green Building Council), the commissioning agent will monitor the LEED points application and participate in a return trip within 10 months to recheck all of the balancing and set points of systems. The LEED Enhanced Commissioning is valued \$22,000. If the BOMA decides not to have the facility commissioned with a LEED Consultant then the fee is reduced to \$144,200. With the fee as stated, the City can still reach a LEED building with LEED components and can be registered with the U.S. Green Building Council with the architectural firm handling the reports. The City would elect not to have a formal consultant involved. Lastly, if the Board chooses not to have a LEED facility and wished for a facility that is designed and programmed and the LEED credits are not a concern the fee drops to \$119,000, including construction management of the project.

Financial Impact

The design services are included in the Board's approved capital investment plan. The design services for the prototypical fire station were budgeted at \$230,000, an amount higher than the options identified above.

Recommendation

Approval of a Professional Services Agreement with the Renaissance Group for a prototypical fire station as recommended with LEED certification but without LEED enhanced commissioning, total not to exceed fee of \$144,200.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2013-0074**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Renaissance Group hereinafter referenced as Consultant, who mutually agrees as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

Prototypical Fire Station Design

1. **SCOPE OF SERVICES.** Consultant shall provide architectural and related technical services for the Project in accordance with the SCOPE OF SERVICES. The SCOPE OF SERVICES, as found in Exhibit A, shall be considered as an integral part hereof.

2. Consultant shall be paid for the work as described in Exhibit A and as listed for the Services and Reimbursables as found in Exhibit B, A/E Services Fee Schedule. The total approved Fee shall be an amount not to exceed One Hundred Forty-Four Thousand Two Hundred And No/100 Dollars (\$144,200.00). Billing for work performed shall be as per the Hourly Rate Schedule as found in Exhibit D, and the work shall be completed as per the Schedule of Services as found in Exhibit C. Exhibits B, C and D shall be considered as an integral parts hereof.

3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

BY: _____
Consultant’s Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry.
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this paragraph.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, SCOPE OF SERVICES; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, SCOPE OF SERVICES.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them

to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
- 6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.3 Should City request changes in the scope, extent, or character of the Project, the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data

such as metadata) shall vest solely in City at the moment of creation.

- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to

maintain documents stored in electronic media format after acceptance by City.

- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or its authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type, is to be considered as in any way limiting other parties' responsibility for damages resulting from

their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 TRAVEL EXPENSES. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS.

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 DRUG-FREE WORKPLACE. The Consultant, by execution of this Agreement, binds itself to maintain a drug-free workplace program that complies with T.C.A. §50-9-101 through §50-9-113 during the life of this Agreement or project.

ARTICLE 11. EXTENT OF AGREEMENT.

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that State's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

EXHIBIT "A"
PROJECT SCOPE OF SERVICES

I. GENERAL

- A. Meet all current ADA requirements and current local accessibility codes.
- B. Meet all local building code requirements.
- C. Design new Fire Station Prototype Facility of approximately 11,000 square including 2 or 3 apparatus bays, 9 to 12 fire personnel, kitchen, dining, day room, toilets and showers, and appropriate mechanical, electrical and storage areas.
- D. Present an optional fee structure for designing and implementing LEED requirements to achieve a LEED Certified facility.
- E. Services to include complete architectural, civil engineering, structural engineering, mechanical engineering, plumbing engineering, fire protection engineering, electrical engineering, and optional services for LEED Administration, LEED Fundamental Commissioning, LEED Consultant and LEED Enhanced Commissioning.
- F. All reimbursable expenses shall be "pass through" expenses and no additional markup will be added.
- G. In addition to typical programming and planning meetings, this proposal includes attendance at one Planning Commission Meeting and one Mayor Board of Alderman Meeting.

II SCOPE OF ARCHITECTURAL AND ENGINEERING SERVICES BY PHASE

- A. Programming Phase. Upon receipt of Owner's written authorization to proceed with the Programming Phase, the Consultant shall:
 - 1. Assist the Owner in verifying and developing a suitable program based on staff interviews, analysis of existing Fire Stations' pros and cons, private developer's design guidelines, City of Franklin's design guidelines and proposed planning budget.
 - 3. Review the program and analyze the Owner's requirements, zoning, applicable building code requirements, physical characteristics of the site, other information and applicable laws, statutes, ordinances and regulations to ascertain the requirements of the Project and to confirm such requirements to the Owner.
 - 4. Prepare a program submittal and associated programming construction cost estimate.
 - 5. Furnish the Owner with three (3) copies of the Program Documents

B. Schematic Design Phase. Upon receipt of the written authorization of the Owner to proceed with the Schematic Design Phase, the Consultant shall:

1. Based upon the program and the amount of the established budget, prepare a preliminary study illustrating the scale and relationship of all components of the Project, and shall outline the nature of the structure, exterior and basic building systems which shall consist of suitable schematic drawings, layouts and concept drawings.
2. Prepare a Schematic Design submittal and associated schematic design cost estimate in accordance.
3. Prepare and submit a set of mounted colored Schematic Design floor plans, elevations and site plans for presentation purposes.
4. Attend the Schematic Design presentations before the appropriate City Boards and Committees as required by the Owner.
5. Meet with the local Code Enforcement and Fire Marshal for a review meeting of the Schematic Design and document the results of the code review meeting and submit to the Owner.
6. Furnish the Owner with three (3) copies of the Schematic Design Drawings.

C. Design Development Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Schematic Design Phase and to proceed with the Design Development Phase, the Consultant shall:

1. Prepare from the approved Schematic Design Drawings, the Design Development Documents consisting of design criteria, drawings, outline specifications and other documents to establish and describe the general size and character of the Project, the structural, mechanical and electrical systems, materials, landscaping, signage, graphics and any other items as may be appropriate and submit those documents for approval by Owner. The Design Development Documents shall be prepared for consultation with the Owner, Owner's Representative, and such consultants retained by Owner for the project.
2. Present for Owner's approval, a plot plan, floor plan and drawings depicting the exterior for the Project.
3. Bring to the attention of the Owner any disparity between the project scope and the established budget.
4. Cooperate with the Owner to make sure the design complies with the established budget. To the extent the projected construction cost exceeds the established budget after the completion of the Design Development Documents; the Consultant shall suggest deductive alternatives to reduce the construction costs, which if accepted by the Owner, will be incorporated in the Construction Documents.

5. Make modifications to the Design Development submittal as may be necessary to bring the estimated total construction cost within the established budget.
 6. Meet with the local Code Enforcement and Fire Marshal for review, and document the results of the code review meeting and submit to the Owner.
 7. Prepare and submit a Design Development submittal and associated cost estimate incorporating the Owner's Schematic Design review comments.
 8. Furnish the Owner with three (3) copies of the Design Development Drawings.
- D. Construction Documents Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Design Development Phase and to proceed with the Construction Documents Phase, the Consultant shall:
1. Prepare, from the approved Design Development Documents, drawings and specifications setting forth in detail, the requirements for the construction of the entire Project including drawings, technical specifications and necessary bidding information and submit those documents for approval by Owner.
 2. Prepare and submit a Construction Documents submittal and associated cost estimate incorporating the Owner's Design Development review comments. Final drawings and specifications shall be sealed by the Consultant or sub-consultant, as required.
 3. Bring to the Owner's attention, as early as possible, any disparity between the project scope and the established budget, with recommended revisions or bid alternates to correct the disparity.
 4. Prepare and file the required documents for approval of governmental authorities having jurisdiction over the Project, including application for local Code Enforcement building plans review. All deficiencies noted in code review comments and comments from other involved governmental authorities shall be addressed by the Consultant, revising the documents at no cost to the Owner. The Consultant shall submit the plans review document to the Owner for review and signing.
 5. Furnish Owner fifteen (15) copies of the Construction Documents, Drawings and Specifications, for bidding purposes.
 6. Consultant shall, as a part of Basic Services, incorporate the interior design of the Project on the Construction Documents prepared by Consultant.
 7. Assist the City in preparing a Legal Notice for Bid for advertising for competitive bids.

E. Bidding Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Construction Document Phase and to proceed with the Bidding Phase, the Consultant shall:

1. Contact experienced reputable contractors (at least 5) to encourage their submittal of a bid. Submit the list of contacted contractors to the City's Project Manager, for review.
2. City will conduct Pre-Bid Conference, however, the A/E team will be present to answer any questions.
3. City will issue addenda after preparation by the A/E Team. No addenda shall be issued inside of seven (7) calendar days of the posted bid date.
4. Assist in the evaluation of bids, including any pre-award meeting that may be required.
5. Review the list of proposed subcontractors submitted by the apparent low compliant bidder and recommend disapproval, in writing, of any with whom the Consultant has had unsatisfactory experience. Such recommendations must be accompanied by adequate justification.
6. City will prepare and submit construction contract to the successful bidder and obtain all bonds and insurance requirements.

F. Construction Administration Phase.

1. The City shall conduct a pre-construction conference, with assistance from the Consultant.
2. The Consultant shall advise and consult with the Owner and Contractor to the extent necessary to fully protect the interests of the Owner.
3. The Consultant shall make periodic visits to the site, of at **least twice a month** to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Construction Documents. On the basis of his on-site observations, the Consultant shall guard the Owner against defects and deficiencies in the Work and shall notify Owner and Contractor in writing if any portion of Work is not in conformity with the requirements of the Construction Documents. Consultant and its sub-consultants shall be available to consult with Owner and Contractor at any time during the course of the construction, when such consultation is in the best interest of the Owner.
4. The Consultant shall issue to Owner a Certificate for Payment each month. The approval of a Certificate for Payment shall constitute a representation by the Consultant to the Owner, based on the information submitted by the Contractor, in the Consultant's best professional judgment, that the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Construction Documents, and that the Contractor is entitled to payment in the

amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used or will use the monies paid by the Owner.

5. The Consultant shall advise Owner in writing to reject Work, which does not conform to the Construction Documents. Consultant shall advise Owner to require special inspection or testing of any work whenever proper professional judgment would indicate a probability of a non-conforming work or adverse circumstances.
6. The Consultant shall review and approve in a timely manner all shop drawings, samples and submissions of the Contractor for conformance with the design concept of the Project, for compliance with the information given in the Construction Documents, for compatibility with adjacent and contiguous work, systems and services and with limitations of space, weight and services. Submissions that are not approved by the Consultant are to be brought to the attention of the Owner concurrently with notification to the Contractor. An endorsement stamp shall be placed on all shop drawings and submittals by the Consultant. The Consultant shall furnish a copy of all approved submittals to Owner's Property Maintenance Departments.
7. The Consultant shall prepare change orders and/or construction changes for Owner's approval, if required by the Owner.
8. Consultant shall assist Owner, as requested, in selection of finish materials.
9. Consultant will give full and prompt attention to any claims or controversies, which arise during the course of construction of the Project. In the event of any proceeding to resolve any claim, the Consultant shall be present and shall participate in such proceedings at no cost to Owner.
10. Consultant will give timely notice to Owner for any meetings Consultant feels necessary in connection with this Project with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant.
11. The Consultant shall cooperate with any consultant employed by Owner in connection with the Project.
12. Consultant shall assist Owner in any negotiations with governing authorities necessary to obtain temporary and permanent Certificates of Occupancy.
13. Consultant will, as provided by the Construction Documents, furnish any necessary assistance in the utilization of any equipment of system.
14. Consultant shall keep accurate written records of its observations of the progress of the Project, copies of which shall be furnished to the Owner on a monthly basis. Report shall include a minimum of 10 digital construction photographs.

15. The Consultant shall attend meeting that are held at the request of the Owner and visit the site of the work at any reasonable time when requested to do so by the Owner.
16. The Consultant shall obtain and submit with the Contractor's final Certificate and Application for Payment, Consent of Surety, final invoices and warranties as required by the Construction Documents.
17. The Consultant shall not be responsible for any construction means, methods, sequences or procedures or for performing any construction activities.
18. The Consultant will cooperate with the Contractor in resolving questions and problems that may occur during construction.
19. The Consultant will record minutes of every meeting and forward to all attendees.
20. The Consultant shall conduct an eleven (11) month walk-through of facility with the Contractor, a representative of the Owner, and a representative of the Operating Division for the purpose of identifying those items that qualify for replacement and/or repair under the terms of the contract warranty. Said walk-through shall be conducted approximately eleven (11) months after date of substantial completion.

G. Project Closeout.

1. The Consultant shall, in conjunction with the Contractor, schedule an inspection to determine substantial completion of the Project.
2. The Consultant shall develop punch lists and provide copies to Contractor and Owner.
3. The Consultant shall monitor the Contractor's progress in completing punch list items and advise the Owner on the progress being made to complete the punch list. The Consultant shall schedule a final inspection with the Contractor and Owner to verify completion of the punch list.
4. The Consultant shall coordinate any training or start-up assistance to be provided by the Contractor.
5. The Consultant shall receive and review written guarantees, manufacturer's manuals, parts lists and all documents assembled by the Contractor for the Project. Upon approval of Owner, Consultant shall issue a Certificate of Substantial Completion.
6. Consultant and its sub-consultants shall develop punch lists and participate with Owner in substantial completion and final acceptance procedures, which include the monitoring of the Contractor's progress in completing the punch list. The Consultant shall schedule a final inspection with the Contractor and the Owner to verify completion of punch list items.

7. At the completion of the Project, the Consultant shall, based upon information furnished by the Contractor, provide Construction Documents, including specifications, on a computer diskette in a Windows based format compatible with AUTOCAD, RELEASE 14 software or the latest such software then available. Said documents shall reflect as-built conditions.

H. LEED Consultant Services

1. Assist the Prime Design Professional with determining the project's eligibility for LEED Certification.
2. Assist the Owner with registration with USGBC.
3. Provide assistance to the Prime Design Professional, the Owner, engineers, and the sub-contractors steering their design and construction towards achieving a maximum practical number of LEED credits.
4. Assist the Prime Design Professional with the submittal process to USGBC.
5. Assist the Owner with an appeal, if necessary, if LEED Certification is not achieved on the first submittal.
6. One training session with the Prime Design Professional, and the design team to introduce the LEED Credit requirements to all.
7. Attendance at the pre-bid meeting to present a summary of the LEED record keeping process to the bidders.
8. One training session with the General Contractor, and the subcontractors to introduce the LEED Credit construction-phase record keeping requirements and other requirements to all. It is anticipated that this would occur as a part of the pre-construction meeting.

I. Fundamental Commissioning Services

1. Assist with Preparation and make final Review of "Owner's Project Requirements" document and the A/E team's "Basic of Design" document.
2. Provide a commissioning requirements section to be inserted into the project's specifications.
3. Develop and implement a commissioning plan.
4. Review MPE equipment submittals and control drawings for compliance with OPR and BOD.
5. Review T & B Reports and Contractor/Vendor start-up reports.

6. Verify the installation and performance of the systems to be commissioned. The Prime Design Professional shall provide the LEED Consultant with a full set of construction documents, a copy of submittals for the commissioned equipment, copies of start-up reports for commissioned equipment, and a copy of the final test and balance report. The LEED Consultant will make periodic site visits for the purpose of verifying installation of commissioned systems. Site visits will be rare during the early construction phases, but will increase in frequency as the commissioned systems are installed and nearing completion.
7. Complete a summary commissioning report.
8. Systems to be commissioned are:
 - a. HVAC systems and controls.
 - b. Lighting controls systems.
 - c. Domestic hot water systems.
 - d. Renewable energy systems, if applicable.

J. Enhanced Commissioning Services

1. Verify training of Owner's personnel.
2. Prepare Systems Manual.
3. Design Review.
4. Submittal Review.
5. Review building operations, 10 months post-occupancy.

K. Printing and Application Fee Expenses. Printing fees shall include document printing for Phase reviews by Owner, City Boards and Committees submissions, code reviews and project record documents. Application fees include fees paid for LEED registration and accreditation. Application fees will not be required for code review and/or submissions to City Boards and Committees.

L. Additional Services. Additional services to be performed by the Consultant are on an hourly basis and shall only be provided when authorized as additional services by Owner in advance and in writing. Said additional services shall be paid for by the Owner as hereinabove provided.

EXHIBIT "B"
WESTHAVEN FIRE STATION - FRANKLIN, TN
A/E SERVICES FEE SCHEDULE

	BASIC SERVICES	LEED ACCREDITATION	TOTAL
SERVICES			
ARCHITECTURAL	70,000.00	5,000.00	75,000.00
CIVIL	12,500.00	-	12,500.00
STRUCTURAL	12,000.00	-	12,000.00
MECHANICAL	8,500.00	5,000.00	13,500.00
PLUMBING	4,000.00	1,000.00	5,000.00
FIRE PROTECTION	2,000.00	-	2,000.00
ELECTRICAL	7,000.00	1,000.00	8,000.00
LEED FUNDAMENTAL COMMISSIONING	-	9,000.00	9,000.00
SUBTOTAL	116,000.00	21,000.00	\$137,000.00
REIMBERSABLES			
LEED REGISTRATION FEE	-	1,200.00	1,200.00
LEED CERTIFICATION FEE	-	3,000.00	3,000.00
PRINTING	3,000.00	-	3,000.00
SUBTOTAL	3,000.00	4,200.00	\$7,200.00
TOTAL	119,000.00	25,200.00	\$144,200.00
OPTIONAL SERVICES			
LEED CONSULTANT	-	20,000.00	20,000.00
LEED ENHANCED COMMISSIONING	-	2,000.00	2,000.00
GRAND TOTAL	119,000.00	47,200.00	\$166,200.00

EXHIBIT "B"
WESTHAVEN FIRE STATION - FRANKLIN, TN
A/E SERVICES FEE SCHEDULE BY PHASE OF SERVICES

	BASIC SERVICES	LEED ACCREDITATION	TOTAL
PROGRAMMING PHASE:			
ARCHITECTURAL	3,000.00		3,000.00
ENGINEERING	2,000.00		2,000.00
PROGRAMMING PHASE TOTAL			\$5,000.00
SCHEMATIC DESIGN PHASE:			
ARCHITECTURAL	8,000.00	1,000.00	9,000.00
ENGINEERING	6,000.00		6,000.00
LEED REGISTRATION FEE	-	1,200.00	1,200.00
LEED CONSULTANT (OPTIONAL)		2,000.00	2,000.00
SCHEMATIC DESIGN PHASE TOTAL			\$18,200.00
DESIGN DEVELOPMENT PHASE:			
ARCHITECTURAL	15,000.00	1,000.00	16,000.00
ENGINEERING	11,000.00	1,000.00	12,000.00
LEED CONSULTANT (OPTIONAL)		5,000.00	5,000.00
DESIGN DEVELOPMENT PHASE TOTAL			\$33,000.00
CONSTRUCTION DOCUMENTS PHASE:			
ARCHITECTURAL	25,000.00	3,000.00	28,000.00
ENGINEERING	20,000.00	6,000.00	26,000.00
LEED CONSULTANT (OPTIONAL)		10,000.00	10,000.00
CONSTRUCTION DOCUMENT PHASE TOTAL			\$64,000.00

BASIC SERVICES	LEED ACCREDITATION	TOTAL
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BIDDING PHASE

ARCHITECTURAL	2,000.00	2,000.00
ENGINEERING	1,000.00	1,000.00
PRINTING	3,000.00	3,000.00

BIDDING PHASE TOTAL \$6,000.00

CONSTRUCTION ADMINISTRATION PHASE

ARCHITECTURAL	15,000.00	15,000.00
ENGINEERING	5,000.00	5,000.00
LEED FUNDAMENTAL COMMISSIONING		9,000.00
LEED CONSULTANT (OPTIONAL)		3,000.00

CONSTRUCTION ADMIN. PHASE TOTAL \$32,000.00

PROJECT CLOSE-OUT PHASE

ARCHITECTURAL	2,000.00	2,000.00
ENGINEERING	1,000.00	1,000.00
LEED CERTIFICATION FEE		3,000.00
LEED ENHANCED COMMISSIONING (OPTIONAL)		2,000.00

PROJECT CLOSE-OUT PHASE TOTAL \$8,000.00

GRAND TOTAL 119,000.00 47,200.00 \$166,200.00

EXHIBIT "C"
SCHEDULE OF SERVICES

<u>EVENT</u>	<u>DURATION</u>
Programming and Schematic Phase	45 days
Programming and SD Phase Review and Approval by Owner	7 days
Design Development Phase	30 days
DD Phase Review and Approval by Owner	7 days
Construction Document Phase	45 days
CD Phase Review and Approval by Owner	14 days
Code Review	<u>30 days</u>
DESIGN DURATION:	178 days (6 Months)
Bidding Phase	21 days
Issuance of Construction Contract and Notice to Proceed	30 days
Construction Administration Phase	240 days
Close-Out Phase	<u>30 days</u>
CONSTRUCTION DURATION:	321 days (10.6 Months)
TOTAL DURATION:	499 days (16.6 Months)

EXHIBIT "D"
HOURLY RATE SCHEDULE

Additional services will be based on the hourly rate schedule as listed below. Any additional services shall be approved by the Owner prior to commencement of the work.

HOURLY RATE SCHEDULE

Principal	\$155.00/Hour
Project Architect/Engineer	\$135.00/Hour
Project Manager/Interior Design Manager	\$120.00/Hour
Design Architect/Engineer	\$100.00/Hour
Construction Administrator	\$100.00/Hour
Intern Architect/Engineer	\$ 90.00/Hour
CAD Architect/Engineer	\$ 78.00/Hour
Financial Associate	\$ 70.00/Hour
Interior Designer	\$ 90.00/Hour
Move Coordinator	\$ 70.00/Hour
Clerical	\$ 65.00/Hour