



September 17, 2015

Dr. Ted Horrell
Superintendent
Lakeland School System
1001 Highway 70
Lakeland, TN 38002

Re: Lakeland Elementary School Reroof and Mechanical Upgrades
10050 Oakseed Lane
Lakeland, TN 38002

A2H Project #15371

Dear Dr. Horrell:

A2H, Inc. is in receipt of your request for architectural and engineering fees for the above referenced project. Our office is looking forward to working with Lakeland School System on this project. We have provided services for several reroofing projects, and we work regularly with other school districts providing services for various similar projects. If you agree with the terms as outlined within the enclosed proposal, please acknowledge your acceptance by signing and dating the contract and initialing the Terms and Conditions in the spaces indicated and return one executed contract to our office.

Please note that Jeff Eakes, RA will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact Jeff or myself at any time.

Thank you for giving us the opportunity to submit this proposal.

Sincerely,

A2H, INC.

Mark W. Askew, P.E.
Partner – CEO

Jeff Eakes, RA
Project Manager

Enclosures



April 10, 2015

Dr. Ted Horrell
Superintendent
Lakeland School System
1001 Highway 70
Lakeland, TN 38002

Re: Lakeland Elementary School Reroof and Mechanical Upgrades
10050 Oakseed Lane
Lakeland, TN 38002

A2H Project #15371

Dear Dr. Horrell:

We are pleased to respond to your request for professional architectural services on the above referenced project. By way of this Letter Contract, we are enclosing our proposal for architectural services.

I. It is our understanding that the following services will be provided:

- A. Project Management and Architectural Design Services for a roofing replacement for Lakeland Elementary School at 10050 Oakseed Lane in Lakeland, TN.
- B. Mechanical/Electrical engineering services for replacement of approximately 50% of the mechanical rooftop units (as designated by Lakeland Schools).

As part of the services, A2H will provide Bid Documents (including Specifications) for the Public Bidding of the documents and provide Construction Administration Services during the construction process.

II. It is our understanding that the general scope of services includes:

- A. Collect data in the form of record drawings, CADD files, pdf files and/or specifications to use as a base of information and history.
- B. Study existing condition from records, actual site investigation, and review of any inspection reports available.
- C. Provide Demolition requirements and instruction.
- D. Design a new roof replacement for the existing roof following either a TPO Roof design and detailing or a Built Up Roof design and detailing. Lakeland School System will make the decision as to which roof system is preferred prior to A2H commencing this portion of

the work. This includes all drawings and specifications necessary for a complete bid.

- i. The Contract Documents will include Square Foot Unit Pricing for Insulation replacement, and for Roof Deck replacement, if required.
 - ii. If approved by the Lakeland School System Legal Department, the Contract Documents will be structured to contain a Base Allowance figure for Insulation Replacement and Metal Deck Replacement which will be adjusted up or down through the course of the reroof by the Unit Pricing established during the Bid Process.
- E. The Construction Documents will be structured in such a manner as to require the following:
- i. Contractor to coordinate HVAC Unit removal and temporary roof curb cap placement.
 - ii. Limitation of access to existing buildings, a requirement to provide Temporary Toilet Facilities, and Lakeland School System Smoke Free Campus Policy.
- F. Assist Lakeland School System with the bidding period, including advertisement, process requests for information during the bidding period, attend the bid opening, and assist in implementing the contract with the successful bidder.
- G. Provide Construction Administration Services during the demolition and reroofing activities, including review of all submittals from the Contractor and site visits for observation and reports. Construction Administration Services includes six (6) visits during the construction process and one (1) for Punch List.

III. Exclusions to scope of work:

- A. Thermal scan services.
- B. Any design of interior repairs or finishes, other than recommendations.
- C. No structural design for anything other than roof deck replacement.
- D. If it is found that existing systems need repair or relocation as part of the reroof project, this will be performed as additional services.
- E. Redesign as a result of Value Engineering.
- F. Building Permit fees.
- G. Owner responsibility:
 - i. Lakeland School System will provide "Boiler Plate" front end Specification requirements regarding the following: Contract with Subcontractor (if no specific requirements, an AIA 101 will be utilized), Contractor Insurance requirements, Bid Bond requirements, Performance and Payment Bond requirements, Bid Form requirements, Instruction to Bidders requirements, Advertisement for Bid Policy, Minority Participation requirements, Wage Rate requirements, Supplementary Condition requirements, and Background Check requirements.
 - ii. Provide CADD files (from original project, showing roof plan) for use as base drawings.

IV. Our proposed Schedule for the Project is as follows:

A. A2H Notice to Proceed	October 19, 2015
B. Architectural Design For Roof Replacement Review Study Design and Document Preparation	
Design Development Drawing Review with Owner	November 9, 2015
Construction Document Drawing Review with Owner	December 7, 2015
C. Bidding/Contract Implementation	
Bid Advertisement Date	December 21, 2015
Bid Date	January 8, 2016
D. Lakeland School System Board of Education Meeting Date (Contract Approval)	January 22, 2016
Sign Contracts/Preconstruction Meeting	February 8, 2016
E. Required Shop Drawings Submittal Date to A2H	February 22, 2016
F. Notice To Proceed on Site	Last Day of School 2016
G. Demolition/Construction	45 Calendar Days +/-
H. Substantial Completion	July 31, 2016

V. Our proposed fee for the above referenced scope of services is as follows:

Roof Replacement Review and Collection of Existing Data:	\$ 1,500.00
Design and Construction Documents:	
A. Reroof	\$ 11,000.00
B. Mechanical	\$ 6,000.00
Project Management for Bidding Period	\$ 2,000.00
Construction Administration Services	\$ 4,500.00
Lump Sum Reimbursable Expense Fee (Printing, Mileage, and Courier Service)	\$ <u>500.00</u>
Total Fee	\$ 25,500.00

ADDITIONAL SERVICES

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and Lakeland School System. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 175.00 / HR	\$ 200.00 / HR	\$ 225.00 / HR
Project Manager	\$ 120.00 / HR	\$ 135.00 / HR	\$ 145.00 / HR
Engineer	\$ 110.00 / HR	\$ 125.00 / HR	\$ 140.00 / HR
Architect	\$ 110.00 / HR	\$ 145.00 / HR	\$ 165.00 / HR
Landscape Architect	\$ 100.00 / HR	\$ 110.00 / HR	\$ 120.00 / HR
Planner	\$ 90.00 / HR	\$ 100.00 / HR	\$ 110.00 / HR
Interior Designer	\$ 80.00 / HR	\$ 90.00 / HR	\$ 100.00 / HR
Land Surveyor	\$ 80.00 / HR	\$ 90.00 / HR	\$ 120.00 / HR
Construction Administrative	\$ 75.00 / HR	\$ 85.00 / HR	\$ 95.00 / HR
Designer	\$ 75.00 / HR	\$ 85.00 / HR	\$ 95.00 / HR
BIM/CAD Technician	\$ 70.00 / HR	\$ 80.00 / HR	\$ 90.00 / HR
Survey Crew Member	\$ 55.00 / HR	\$ 65.00 / HR	\$ 75.00 / HR
Administrative	\$ 55.00 / HR	\$ 65.00 / HR	\$ 80.00 / HR
Information Technology	\$ 70.00 / HR	\$ 85.00 / HR	\$ 95.00 / HR

This proposal will be open for acceptance until **October 31, 2015**. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this proposal.

If you have any questions on any portion the work noted, please call.

Sincerely,

A2H, INC.



Mark W. Askew, P.E.
Partner – CEO

MWA/lb

AGENT FOR: LAKELAND SCHOOL SYSTEM

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

- 1) The parties agree that **LAKELAND SCHOOL SYSTEM** is solely responsible for payment in accordance with the following terms. **A2H, INC.** (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **LAKELAND SCHOOL SYSTEM** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
- 2) **LAKELAND SCHOOL SYSTEM** shall reimburse the Consultant all reimbursable expenses directly related to the Project in lump sum in accordance with Section V of Consultant's proposal for architectural services received April 10, 2015.
- 3) In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. Such legal expenses and attorney's fees shall expressly include independent Consultant certifications contemplated in Paragraph 4 herein.
- 4) **LAKELAND SCHOOL SYSTEM** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **LAKELAND SCHOOL SYSTEM** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of Tennessee. This certification shall:
a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
- 5) The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **LAKELAND SCHOOL SYSTEM** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
- 6) The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by A2H, shall be borne by **LAKELAND SCHOOL SYSTEM** or its consulting architect.
- 7) In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **LAKELAND SCHOOL SYSTEM**, or its independent architect or other consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning.
- 8) Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 9) Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated.
- 10) In the event **LAKELAND SCHOOL SYSTEM** should require Consultant to perform construction administration services, **LAKELAND SCHOOL SYSTEM** acknowledges that the purpose of construction observation by the Consultant is to become generally familiar with and ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. Construction administration shall include keeping **LAKELAND SCHOOL SYSTEM** informed about the progress and quality of the construction completed and endeavoring to guard **LAKELAND SCHOOL SYSTEM** against defects and deficiencies in the construction. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.

Initials

Date

11) The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

12) **LAKELAND SCHOOL SYSTEM** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **LAKELAND SCHOOL SYSTEM** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant.

13) The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **LAKELAND SCHOOL SYSTEM** for any loss of profit, loss of use, or any other consequential damages.

14) If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.

15) Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants only with prior written approval from **LAKELAND SCHOOL SYSTEM**. The Consultant agrees that prior to permitting access to any **LAKELAND SCHOOL SYSTEM** facility, the Consultant shall advise all subconsultants that a criminal background check will be required, at the subconsultant's expense, and must be obtained from an agency approved by state law. The Consultant hereby acknowledges and agrees that requests to subcontract professional services indicate such subconsultant's clear background check.

16) This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of written notice.

17) The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **LAKELAND SCHOOL SYSTEM** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to a total amount of 100,000 or the total fee the Consultant charged for services rendered on the project, whichever is greater.

18) In the event of defects in the services performed by the Consultant for which the Consultant is liable to **LAKELAND SCHOOL SYSTEM**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **LAKELAND SCHOOL SYSTEM** would have been obligated to pay if the services had not been defective.

19) Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.

20) If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.

21) In the event **LAKELAND SCHOOL SYSTEM** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **LAKELAND SCHOOL SYSTEM** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant.

22) Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.

23) The proposal represents the entire understanding between **LAKELAND SCHOOL SYSTEM** and **A2H, INC.** in the respect to the project and may be modified only by a writing signed by both parties.

24) If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Accepted by **LAKELAND SCHOOL SYSTEM**:

Signature

Date