

Finance & Administration Committee Meeting
September 21, 2021
4:00 p.m.

1. Request to Waive Fees – Special Events Committee
2. Contract for 2021-2024 On-Call Consulting Services – A2H
3. Contract for InvestPrep Grant – A2H
4. Purchase of Vehicles – Police Chief Lindsey
5. Discussion on Code Chapters – Attorney Witherington, Director Fisher



SPECIAL EVENTS COMMITTEE MEETING

AGENDA

Updates on Events: Greeks on the Square has been cancelled due to COVID.

M.V.P. Elite Family 5K Run and Turkey Drive - Hosted by MVP Elite

Carlos Burton (president) - (901) 484-6191

Event date: November 20,2021

Description of Event: 5K run/walk, proceeds will go to non-profit in order to enrich a family needing help with medical bills. At the end, turkeys will be given out. Possible bounce house. Approx. 200 attendees.



SPECIAL EVENTS COMMITTEE MEETING

1. Event Map with proposed trail (attached)
2. Insurance for bounce house - will be obtained and a copy submitted at least 10 days prior to the event.
3. Possible blocked streets - Bert Johnston
4. Proof of non-profit status has been presented.
5. Fire has been notified of the event but will not need a presence.
6. Police presence is not required.
7. Public Works is not needed in that volunteers will be monitoring garbage removal and pick-up.



SPECIAL EVENTS COMMITTEE MEETING

8. Parks and Rec. Race Timing (\$750 per event \$675 military discount) will be utilized for this event along with the staff to operate this equipment.

Waived fees have been requested



SPECIAL EVENTS COMMITTEE MEETING

Go Lucy Go - Hosted by the Go Lucy Go Foundation

Kate Krull (President) - (901) 674-8377

Event Date: November 13, 2021

Location of Event: Covington Square, Race Route and Covington Civic Center (CCC)

CCC needed Thur. Nov. 11 at night, Nov. 12 all day, Nov. 13 6am-12pm

Description of Event: A family race to raise funds for the Go Lucy Go Foundation. Racers start on the town square, run a designated race route and finish back on the square. Approx. 500-1100 attendees.

Depending on Covid numbers the race may be virtual again this year.



SPECIAL EVENTS COMMITTEE MEETING

1. Event Map is attached
2. Street Barricades and Closures - were discussed
3. A copy of current non-profit status will be obtained and put into the file before this event takes place.
4. No fire presence will be needed; they have been informed of the event and on standby.
5. Police presence will be needed for the length of this race (6am-12am) at a cost of \$30/hour per person
6. Public Works will be coordinating to take care of trash pickup.
7. Parks and Rec. will not be needed for this event.

Waived fees have been requested.



August 31, 2021

The Honorable Justin Hanson
Mayor
City of Covington, TN
200 West Washington Street
Covington, TN 38019

Re: City of Covington, TN
2021-2024 On-Call City Consulting Services
Covington, TN

A2H # 21359

Dear Mayor Hanson,

A2H is pleased to submit our Contract for design and consulting related services for this project. As a full services Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, 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.

If selected, please note that Bill Edwards will continue to serve as Consulting City Engineer on project requested and Jason Dittrich will serve as A2H's 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 either me, Jason or Bill at any time.

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

Sincerely,

A2H, Inc

Pat Harcourt, PE
CEO | Principal

Jason Dittrich, PE
Civil Engineer



August 31, 2021

The Honorable Justin Hanson
Mayor
City of Covington, TN
200 West Washington Street
Covington, TN 38019

Re: City of Covington, TN
2021-2024 On-Call City Consulting Services
Covington, TN

A2H # 21359

Dear Mayor Hanson,

We are pleased to respond to your request for Professional Services for the above referenced projects. By way of this Contract, we are enclosing our understanding of the scope of work required for your projects and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the 2021-2024 On-Call City Consulting Services for the Consulting City Engineer in Covington, TN.

- A. A2H will make William P. Edwards, Licensed Professional Engineer, as the primary point of contact for the City of Covington, TN, to function as the Consulting City Engineer.
- B. The Consulting City Engineer will be available as needed by the City to perform engineering duties for the City of Covington, TN.
- C. The Consulting City Engineer will utilize the professional staff of A2H as needed to provide the City of Covington, TN with timely, efficient response to the wide array of municipal engineering issues.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with City of Covington, TN on an as needed basis:

- Architecture
- Project Management
- Planning
- Land Surveying
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Electrical Engineering

- Landscape Architecture

The phases described below represent our understanding of the project requirements as indicated by the Client:

On-Call Engineering and Consulting Services

- A. When requested in writing by the Mayor, the City Administrator, Director of Public Works or his designee, A2H will provide to the City of Covington, TN, services that fall under the normal purview of the City Consulting Engineer's responsibilities including, but not limited to, services such as:
 - i. Review of development submittals.
 - ii. Investigate engineering issues as they develop.
 - iii. Engineering review of construction documents and submittal of development projects performed under contract and or under the approving authority of the City of Covington, TN. Conduct construction observations on a periodic basis of such developments and provide written reports of findings and reports of any testing observed.
 - iv. Attend technical meetings on behalf of the City of Covington, TN to represent their interests. (MPO, River Basin Authority, meetings with other municipal engineers, etc.)
 - v. Advise the City Administrator on engineering related issues.
- B. Development submittal reviews will be performed by the City Consulting Engineer, or as assigned by the Consulting engineer, with the final review by the Consulting City Engineer.
- C. Attend the Board of Mayor and Alderman work sessions, the Board of Mayor and Alderman schedule and special called meetings, the Board of Zoning Appeals meetings, and the meetings of the Planning Commission as needed.
- D. Respond to the City of Covington, TN engineering needs with various personnel based on the issue or concern.
- E. Perform professional studies for the City of Covington, TN on an as-approved basis utilizing A2H staff or sub-consultants as needed.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Services to this proposal are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. The professional liability for documents reviewed does not transfer from the Engineer of Record to either A2H, Inc., or the Consulting City Engineer.
- D. Construction cost estimating.
- E. Advertisement for Bid.
- F. Construction Administration
- G. Quality Assurance Testing Services including but not limited to testing and special inspections.
- H. The preparation of As-Built Drawings after completion of construction.
- I. Building commissioning services.
- J. Training of Owner's staff.

K. Value Engineering.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

A. The contract period of performance will extend for 36 months from the date of contract execution, to be renewed for annual terms until On-Call City Municipal Consulting Services are no longer required by the City of Covington, TN.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

The On-Call Engineering and Consulting Services for Architectural, Landscape Architectural, Engineering, or Land Surveying services will be approved as individual Work Authorizations to this Contract in accordance with the Terms and Conditions. Separate Work Authorizations defining scope, deliverables, schedule, and fees will be issued by A2H as mutually agreed upon by the City of Covington, TN. Fees for services will be provided on each Work Authorization as Lump Sum or an Hourly Not to Exceed basis depending upon the Scope of Services.

On-Call Engineering and Consulting Services	\$	Lump Sum
On-Call Engineering and Consulting Services (Per A2H Hourly Rate Schedule in Section VI)	\$	Hourly
Reimbursable Expense Allowance (Courier Service, Mileage, Travel, and Printing)		Direct Cost + 10%

VI. 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 City of Covington, TN. 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	\$ 200.00	\$ 215.00	\$ 225.00
Project Manager	\$ 130.00	\$ 145.00	\$ 170.00
Project Coordinator	\$ 80.00	\$ 90.00	\$ 100.00
Architect	\$ 130.00	\$ 145.00	\$ 170.00
Engineer	\$ 125.00	\$ 140.00	\$ 165.00
Landscape Architect	\$ 100.00	\$ 115.00	\$ 135.00
Planner	\$ 100.00	\$ 115.00	\$ 135.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 120.00
Interior Designer	\$ 85.00	\$ 105.00	\$ 120.00
Construction Administrator	\$ 90.00	\$ 95.00	\$ 115.00
Designer	\$ 80.00	\$ 90.00	\$ 105.00
BIM/CAD Technician	\$ 75.00	\$ 85.00	\$ 105.00
Survey Crew Member	\$ 60.00	\$ 70.00	\$ 80.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 60 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, INC.



Pat Harcourt, PE
CEO | Principal

AGENT FOR: **CITY OF COVINGTON, TN**

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

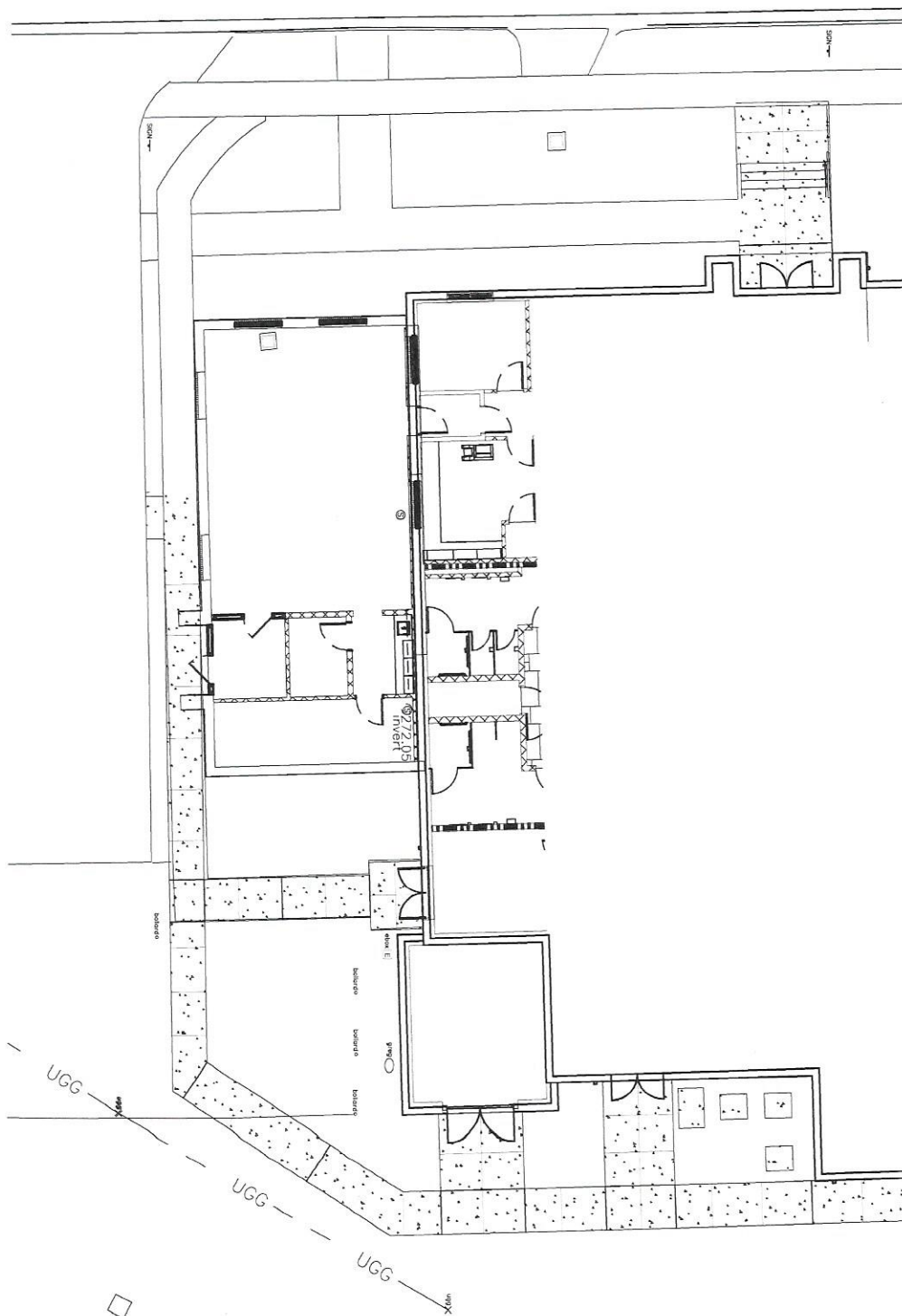
1. The parties agree that **CITY OF COVINGTON, TN** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be 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, **CITY OF COVINGTON, TN** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. 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. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
3. **CITY OF COVINGTON, TN** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF COVINGTON, TN** 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 the project. 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."
4. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **CITY OF COVINGTON, TN** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
5. 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 **CITY OF COVINGTON, TN** or its consulting architect.
6. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF COVINGTON, TN**, 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 and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
7. 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.
8. 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. Accordingly, if **CITY OF COVINGTON, TN** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF COVINGTON, TN** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
9. In the event **CITY OF COVINGTON, TN** should require Consultant to perform construction administration services, **CITY OF COVINGTON, TN** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. 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.
10. **CITY OF COVINGTON, TN** 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. **CITY OF COVINGTON, TN** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF COVINGTON, TN** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.

11. 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 **CITY OF COVINGTON, TN** for any loss of profit, loss of use, or any other consequential damages.
12. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
13. 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.
14. 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 termination.
15. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of **CITY OF COVINGTON, TN** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
16. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF COVINGTON, TN**, 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 **CITY OF COVINGTON, TN** would have been obligated to pay if the services had not been defective.
17. 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.
18. 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.
19. In the event **CITY OF COVINGTON, TN** 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, **CITY OF COVINGTON, TN** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF COVINGTON, TN** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF COVINGTON, TN** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
20. 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.
21. The proposal represents the entire understanding between **CITY OF COVINGTON, TN** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
22. 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 CITY OF COVINGTON, TN:

Signature

Date





September 7, 2021

The Honorable Justin Hanson
Mayor
City of Covington
200 West Washington Street
Covington, TN 38019

Re: City of Covington
2021 InvestPrep Grant
Rialto Industrial - Site Grading
Covington, TN

A2H # 21143

Dear Mayor Hanson,

A2H is pleased to submit our Contract for design and consulting related services for this project. As a full service Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, 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.

If selected, please note that Jason Dittrich 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 either me or Jason at any time.

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

Sincerely,

A2H, INC.

Pat Harcourt, PE
CEO | Principal

Jason Dittrich, PE
Civil Engineer



September 7, 2021

The Honorable Justin Hanson
Mayor
City of Covington
200 West Washington Street
Covington, TN 38019

Re: City of Covington
2021 InvestPrep Grant
Rialto Industrial - Site Grading
Covington, TN

A2H # 21143

Dear Mayor Hanson,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Rialto Industrial - Site Grading as part of the 2021 InvestPrep Grant proposed in Covington, TN.

The proposed project includes the design of a grading plan package that reflects borrowing soil from on-site areas and shifting the soil to continue to pre-develop and improve the industrial park. The intent of the improvements is to raise a portion of the site to improve onsite drainage for future development.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with City of Covington to provide these services in support of the project:

- Project Management
- Land Surveying
- Civil Engineering
- Construction Administration

The phases described below represent our understanding of the project requirements as indicated by the Client:

Engineering Design

- A. A2H will perform Land Surveying activities to acquire topographic survey data for the project area. The survey will document: road rights-of-way (property lines), existing roadways, roadside drainage, visible markings of utilities, driveways, one foot contour intervals with spot elevations, and other visible features.
- B. A2H will develop a conceptual grading package that meets the grant project requirements and review this with the City of Covington.
- C. Upon discussion and approval of the conceptual plan, A2H will develop Construction Documents for the project consisting of Construction Plans and Project Specifications. These documents will be submitted to the City of Covington for review and comment.
- D. Upon approval of the Construction Documents, the Storm Water Pollution Prevention Plan will be submitted to the Tennessee Department of Environment and Conservation for their approval and issuance of the General Permit Notice of Coverage.

Engineering During Construction

- A. A2H will assist the Owner in bidding the project by preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Construction Documents and Specifications for distribution to all prospective bidders in the form of addenda during the bidding process.
- B. A2H will review the bids received with the Owner and provide a recommendation.
- C. A2H will advise and consult with the Client during the construction phase services.
- D. A2H will participate in a Pre-Construction Conference.
- E. A2H will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, samples, and test reports.
- F. A2H will assist the contractor with questions generated during the construction process.
- G. A2H will review and approve periodic pay applications and submit these to the Grant Administrator.

Periodic Construction Inspection

- A. A2H will advise and consult with the Client during the construction phase services.
- B. A2H will participate in a Pre-Construction Conference.
- C. A2H will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, samples, and test reports.
- D. A2H will assist the contractor with questions generated during the construction process.
- E. A2H will perform site visits to the site at intervals appropriate to the various stages of construction in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.
- F. A2H will conduct site visit at substantial completion to provide a final comprehensive punch list of the project prior to final payment.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Environmental Site Assessment.
- C. Any offsite improvements.
- D. Construction cost estimating.
- E. Quality Assurance Testing Services including but not limited to testing and special inspections.
- F. The preparation of As-Built Drawings after completion of construction.
- G. Value Engineering.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Engineering Design	\$	30,000.00
Engineering During Construction	\$	10,250.00
Periodic Construction Inspection	\$	29,400.00
Compensation for Basic Scope of Services	\$	69,650.00
Reimbursable Expense Fee (SWPPP, Plans Review, Bid Advertisement)	\$	800.00

VI. 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 **City of Covington**. 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	\$ 200.00	\$ 215.00	\$ 225.00
Associate Principal	\$ 160.00	\$ 175.00	\$ 190.00
Project Manager	\$ 130.00	\$ 145.00	\$ 170.00
Project Coordinator	\$ 80.00	\$ 90.00	\$ 100.00
Engineer	\$ 125.00	\$ 140.00	\$ 165.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 120.00
Construction Administrator	\$ 90.00	\$ 95.00	\$ 115.00
Construction Inspector	\$ 90.00	\$ 95.00	\$ 115.00
Designer	\$ 80.00	\$ 90.00	\$ 105.00
BIM/CAD Technician	\$ 75.00	\$ 85.00	\$ 105.00
Survey Crew Member	\$ 60.00	\$ 70.00	\$ 80.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, INC.



Pat Harcourt, PE
CEO | Principal

Attachment: Terms and Conditions

AGENT FOR: CITY OF COVINGTON

ACCEPTED BY: _____ DATE: _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **CITY OF COVINGTON** 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, **CITY OF COVINGTON** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF COVINGTON** shall reimburse the Consultant all expenses incurred for courier service, (e.g. Federal Express, United Parcel Service, etc.) mileage, travel, and printing. Reimbursable Expenses Fee shall be billed as a flat rate per section V of the contract.
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. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF COVINGTON** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF COVINGTON** 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 the project. 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 **CITY OF COVINGTON** 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 items not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **CITY OF COVINGTON**.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF COVINGTON**, or its independent 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 and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
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. Accordingly, if **CITY OF COVINGTON** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF COVINGTON** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF COVINGTON** should require Consultant to perform construction administration services, **CITY OF COVINGTON** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. 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.
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.

Initials

Date

12. **CITY OF COVINGTON** 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. **CITY OF COVINGTON** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF COVINGTON** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
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 **CITY OF COVINGTON** 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.
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 termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF COVINGTON** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF COVINGTON**, 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 **CITY OF COVINGTON** 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 **CITY OF COVINGTON** 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, **CITY OF COVINGTON** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF COVINGTON** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF COVINGTON** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
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 **CITY OF COVINGTON** 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 **CITY OF COVINGTON**:

Signature

Date