



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

TRANSMITTAL LETTER

DATE: December 22, 2017
TO: Blount County, Tennessee
RE: Agreement for Blount County, TN for ADA Self-Assessment and Prepare an ADA Transition Plan
PROJECT # N/A

WE ARE TRANSMITTING HERewith THE FOLLOWING MATERIAL

Date	Copies	Description
12/22/17	1	Agreement for Signature

REMARKS

Please find attached a copy of the executed agreement between DLZ, National Inc. and your organization for the above-mentioned project. If this meets your approval, please complete the following checklist:

- Secure your signature on the contract.
- Return a signed copy of the contract via email or by hard copy.

We look forward to working with the county on this project. Please contact our office should you have any questions on this matter.

Thank you,

DLZ NATIONAL, INC

Manoj Sethi, P.E.
Vice President

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this ____ day of **January, 2018**, (hereinafter referred to as the "effective date of the Agreement"), by and between **DLZ National, Inc.**, hereinafter called "DLZ," located at **1950 Haggard Court, Lexington, Kentucky 40505** and **Blount County Government**, hereinafter called "Client," located at **389 Court Street, Maryville, Tennessee 37804**.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of **Tennessee**;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire DLZ to perform certain services in connection with **Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (SETP)**, hereinafter called the "Project" as set forth herein; and

WHEREAS, DLZ desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and DLZ, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

II. COMPENSATION

- A. DLZ shall be compensated as set forth in Exhibit A for services rendered under this Agreement.
- B. DLZ shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to DLZ within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to DLZ within 60 days of the date of an invoice, DLZ may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, DLZ will continue its services.

be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities by Client. DLZ shall not be held liable for delays in performance of services hereunder that arise from causes beyond DLZ's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that DLZ has a complete understanding of the scope of services to be performed hereunder. Client shall provide DLZ, in a timely fashion, all information reasonably required for the performance of the services by DLZ to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate **Don Stallions, ADA Coordinator**, as coordinator of the Project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide DLZ with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that DLZ shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, DLZ's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XII of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for services rendered up to the effective date of any termination exclusive of attorney fees.

VII. INSURANCE

DLZ shall maintain at DLZ's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or

claims for damages resulting from services performed or undertaken by DLZ hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays. Any changes to this agreement will be made in writing by both parties.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions attached hereto as Exhibit B are incorporated herein and made a part of this Agreement.

XII. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by certified U.S. mail as follows:

A. Notices to DLZ shall be addressed to: **Ms. Marcie Mathews, DLZ National, 1950 Haggard Court, Lexington, Kentucky 40505 with a copy to: Legal Department, DLZ Corporation, 6121 Huntley Road, Columbus, Ohio 43229.**

B. Notices to the Client shall be addressed to: **Purchasing Department 385 Court Street, 3rd Floor, Room 319, Maryville, TN 37804.**

XIII. GENERAL PROVISIONS

A. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.


- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law and Venue: Any contract awarded or agreement entered into shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such contract shall govern the construction, interpretation, and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached shall have venue lie in Blount County, Tennessee, and any such legal proceeding shall be brought in Blount County, Tennessee. The Parties agree to the jurisdiction of the Blount County, Tennessee, courts.

IN WITNESS WHERE OF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

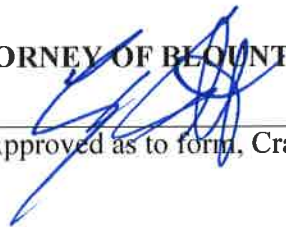
BLOUNT COUNTY GOVERNMENT

By: _____
Katie Branham-Kerr
Purchasing Agent

DLZ NATIONAL, INC.

By:  _____
Manoj Sethi, P.E.
Vice President

ATTORNEY OF BLOUNT COUNTY

By:  _____
Approved as to form, Craig Garrett

BLOUNT COUNTY GOVERNMENT ADA SELF-EVALUATION AND TRANSITION PLAN PROJECT
SCOPE OF SERVICES, SCHEDULE, AND FEE

A. PROJECT DESCRIPTION

Provide professional engineering services to Blount County Government (Client) to assist with completing an Americans with Disabilities Act (ADA) review of their facilities for compliance with Title II of the ADA. This includes the work required to complete a Self-Evaluation and Transition Plan (SETP) for Client-owned and leased facilities, parks, and greenway facilities.

B. BASIC SCOPE OF SERVICES

DLZ will provide the services of qualified professionals to complete the Basic Scope of Services outlined herein. Items that are the responsibility of the Client are noted within the following sequence:

1. Right-of-Way (ROW) Evaluation
 - a. Client has indicated that they are not responsible for any facilities within the public ROW. Compliance evaluation for these facilities is not included in this scope of services.
2. Non-ROW Facility Evaluation
 - a. Perform an investigation of compliance with the ADASAD for the Client facilities listed below. The investigation shall include site and architectural barriers consistent with the requirements of the ADA Standards for Accessible Design (ADASAD) (September 2010) in only public areas of each facility and areas deemed to be common use by employees. Private offices or other work areas are specifically excluded from evaluation but can be reviewed if requested by the Client following modification to the contract. DLZ will take appropriate measurements at all locations and counts in parking areas outside of the public right-of-way, along the accessible route from parking to the building entrance(s), and all publicly accessible areas within each facility. In all cases, the Client shall provide DLZ with direction regarding areas of these facilities that are open to the public.
 - b. Prepare a short Access Assessment Report for each facility that will be included as an appendix in the transition plan. Each report will include the name and location of the facility, aerial map showing the location and limits of each facility, marked up floor plans (if provided by Client) of areas included in the self-evaluation, list of items that deviate from ADASAD with required and measured parameter, action needed and/or options for compliance, ADASAD reference(s), estimated cost of corrective action (where possible), and priority for corrective action. DLZ will include photo documentation of each facility as it existed at the time of the self-evaluation and include photo examples of the various non-compliant features for each facility.
 - c. A report will be provided that summarizes the results of the review of all 34 polling places. The polling place review is limited to parking, accessible route to the building entrance used during polling, the entrance used for polling, the accessible route to the polling area, and the areas used by voters and the polling area only. No additional amenities at any polling place, including, but not limited to, restrooms, drinking fountains, etc., are considered programs of Blount County Government and therefore not included in the self-evaluation of polling places.
 - d. In some instances, DLZ may instead note or suggest procedural changes or recommend relocating a service to an accessible location within the same or another facility to provide equal access to programs, services, and activities of the Client instead of renovations that would be significant in cost and/or impact to the facility.

EXHIBIT A

- e. DLZ will provide the Client with a draft of each facility assessment report as they are completed for review and comment. DLZ anticipates discussing reports at coordination meetings with the Client to obtain resolution on addressing comments on the draft reports.
- f. The following buildings/facilities and park facilities will be investigated:

Table 1. Facility Description	
Base Architectural/Park Facilities	Address
Blount County Courthouse	341 Court Street, Maryville
Animal Shelter	233 Currie Avenue, Maryville
Blount County Justice Center	930 E. Lamar Alexander Parkway, Maryville
Operations Center	1227 McArthur, Maryville
Health Department	301 McGhee Street, Maryville
Probation	1006 E. Lamar Alexander Parkway, Maryville
Library	508 N. Cusick Street, Maryville
Recovery Court	1008 E. Lamar Alexander Parkway, Maryville
Soil Conservation	221 Court Street, Maryville
Thompson-Brown House	1004 E. Lamar Alexander Parkway, Maryville
Eagleton Park	Henderson Street, Eagleton Village
Louisville Point Park	3298 Cox Road, Louisville
Singleton Park	Topside Road, Louisville
Everett Recreation Center	318 S. Everett High Road, Maryville
Everett Senior Center	702 Burchfield Street, Maryville
Richard Williams Park	300 E. Lincoln Road, Alcoa
Polling Places and Addresses	
Alcoa High School Auxiliary Gym, 1205 Lodge Street, Alcoa	Maryville High School, 825 Lawrence Avenue, Maryville
Beech Grove Baptist Church Family Life Center, 1519 Topside Road, Louisville	Maryville Junior High School, 805 Montvale Station Road, Maryville
Big Springs Community Club Building, 802 Kirk Road, Greenback	Maryville Municipal Building, 400 West Broadway Avenue, Maryville
Blount County Board of Education Building, 831 Grandview Drive, Maryville	Immanuel United Methodist Church, 2349 Mentor Road, Louisville
Carpenters Middle School, 722 Huffstetler Road, Maryville	Middlesettlements Elementary School, 3105 Miser Station Road, Louisville
Chilhowee View Community Club Building, 3229 Wilkinson Pike, Maryville	Emmanuel Nazarene Church, 1015 North Union Grove Road, Friendsville
Eagleton Middle School Cafeteria, 2610 Cinema Drive, Maryville	Montvale Elementary School, 3128 Montvale Road, Maryville
Everett Recreational Center, 318 S. Everett High Road, Maryville	Oak Street Baptist Church, 218 Oakdale Street, Maryville
Fairview Elementary School, 2130 Old Niles Ferry Road, Maryville	Pellissippi State Community College, Room 144, 2731 West Lamar Alexander Parkway, Friendsville
Friendsville Elementary School, 210 East Fourth Avenue, Friendsville	Porter Elementary School, 4520 Wildwood Springs Road, Maryville
Happy Valley Community Building, 6468 Happy Valley Road, Tallassee	Prospect Elementary School, 1535 Burnett Station Road, Seymour
Heritage Middle School, 3737 East Lamar Alexander Parkway, Maryville	Rockford Elementary School, 3728 Williams Mill Road, Rockford
John Sevier Elementary School, 2001 Sequoyah Avenue, Maryville	Townsend Elementary School, 140 Tiger Drive, Townsend
Lanier Elementary School, 6006 Lanier Road, Maryville	Walland Elementary School, 247 East Miller's Cove Road, Walland
Louisville Town Hall, 3623 Louisville Road, Louisville	Oakview Community Club, 2680 Ellejoy Road, Walland
Martin Luther King Center, 209 East Franklin Street, Alcoa	William Blount Ninth Grade Academy, 1126 William Blount Drive, Maryville
Maryville College Alumni Gym, 502 East Lamar Alexander Parkway, Maryville	William Blount High School, 219 County Farm Road, Maryville

3. Self-Evaluation and Transition Plan (SETP) Document
 - a. DLZ will provide the Client with a questionnaire that must be completed by all departments and provided to DLZ. The questionnaire includes information requests to better allow DLZ to understand the various programs, policies, and procedures in the different departments. This questionnaire will be provided early in the project and DLZ requests completed questionnaires be provided for all departments within 4 weeks. If necessary, DLZ will make requests for clarification or additional information through the Client's Project Manager regarding the responses to the questionnaire.
 - b. Upon completion of all facility assessments, DLZ will proceed with preparation of the SETP. Our team will compile the results of the field evaluations into a barrier summary for all facilities and ROW within the Basic Scope of Services. Provide an opinion of probable construction costs for facilities and ROW modifications.
 - c. Conduct policies and procedures analysis of all of the Client's programs, and assist Client in development of formal grievance procedure, non-discrimination policy, requests for auxiliary aids, etc. Incorporate these items into the SETP for the Client's review and comment.
 - d. To fully comply with ADA requirements, the SETP shall outline a policy for accessibility of the Client's facilities for disabled employees and reasonable accommodation (Title I).
 - e. The SETP shall identify the ADA Coordinator named by the Client. Once the draft SETP is approved, the Client will have copies of the draft SETP placed at various locations within Blount County and on their web site for review and comment by the public.
 - f. Deliverables: One (1) electronic copy of reports in PDF or Microsoft Word/Excel format at each of the following milestones: Owner Review of Draft Facility Assessment Reports, Owner Review of Draft SETP, Draft SETP for Public Review, and Final SETP for adoption. DLZ will provide six (6) hard copies of the Final SETP.
4. Public Outreach and Coordination Meetings
 - a. DLZ will work with the Client to develop language and issue a notice for public input during the self-evaluation phase, along with letters to local advocacy groups for the disabled to solicit input and comment on barriers perceived to exist by persons with disabilities. The Client will provide DLZ with copies of the proof of publication. DLZ will coordinate with our point-of-contact to develop a list of questions for an online survey of local residents and business owners. This online survey will focus on eliciting input from the public, especially those with disabilities or their caregivers, about barriers to access to Client's programs that exist or are perceived to exist. The Client's point-of-contact is responsible for soliciting input from other County personnel.
 - b. DLZ will coordinate with the Client, who will issue and post a public notice about the project consistent with policy. DLZ will again send letters to local advocacy groups for the disabled to solicit input and comment on the draft SETP. Both the letter and public notice will follow publication of the SETP document and its placement at locations within the County for review. The Client is responsible for printing and placement of all copies of the draft SETP for public review and will advise DLZ of the locations and dates that the SETP was available.
 - c. The Client is responsible for aiding DLZ in notifying the public about the project and availability of the SETP for public review.
 - d. The Client is responsible for scheduling of all meeting facilities for public meetings. DLZ anticipates only one public meeting/hearing to be held for the project to hear comments from the public after the draft has been made available. Coordination meetings may be considered public meetings, depending on the persons attending. Responsibility for making this determination lies with the Client.

- e. If public comments are significant in number or requests for additional meetings are made, the Client will determine whether additional meetings are to be held and a scope and fee modification provided by DLZ based on the scope and number of additional meetings.
- f. DLZ will respond to comments received by the Client within the final SETP document.
- g. DLZ anticipates up to four (4) meetings with the Client at the following milestones:
 - a project kick-off meeting to discuss the scope of services and limitations and provide an opportunity for members to provide us with their project goals and information that would be useful to the DLZ Team during the project
 - following meetings with department heads to discuss procedures, etc.
 - at completion of the facility evaluations
 - following review of the draft Transition Plan to discuss questions/comments prior to making it available for public review
- h. Additional coordination will be provided to the Client's Project Manager for distribution, including monthly progress reports and regular contact via e-mail. DLZ will prepare an agenda and summary for all meetings.

C. SCOPE OF SERVICES LIMITATIONS

- 1. The Basic Scope of Services described above addresses full compliance with Title II of the ADA, in DLZ's interpretation. However, since the ADA is a civil rights law it is subject to rulings and related interpretations by the justice system. Consequently, DLZ is not liable for interpretations or rulings made by the justice system that are contrary to, or alter, DLZ's interpretations of the ADA. Furthermore, DLZ and its staff will, to the best of their ability, interpret the ADA for the purpose of this compliance investigation and make no expressed or implied warranty regarding accuracy, completeness, or legality of the information documented.
- 2. The SETP is dependent on accurate information being provided by the Client. In addition, it is important that accurate information be provided to DLZ related to areas of each facility accessible to the public or meet the definition of common-use employee areas. Facilities specifically excluded from self-evaluation for ADA compliance due to not having public or common use areas or which are not the Client's facilities are listed in Item 4 below.
- 3. The Client is advised and acknowledges that it must seek legal advice from its own legal advisors as to specific ADA requirements, and waives any claims against DLZ based on alleged errors or omissions in the content of any information presented or provided by DLZ.
- 4. Facilities/entities not considered the Client's or requested by Client for exclusion are:
 - Facilities within the public right-of-way, including, but not limited to, sidewalks, curb ramps, pedestrian signals, transit stops/shelters, etc.
 - Blount County Schools and school facilities
 - Pump stations, lift stations, booster stations, and similar utility structures/sheds
 - Greenways, trails, shared-use paths, etc. within the limits of incorporated cities, including but not limited to Alcoa, Maryville, and Townsend.
 - Other facilities not specifically included above in B. Basic Scope of Services

D. ASSUMPTIONS

The following are assumptions made in preparation of this agreement:

- 1. DLZ will perform all field data collection for the Client's facilities including buildings and their associated parking areas, and the accessible route from parking to the building entrance(s), and parks facilities in the Basic Scope of Services identified herein. DLZ has relied on a list provided by the Client to identify the facilities for evaluation.

2. DLZ will perform no evaluation of public ROW facilities.
3. DLZ will perform no evaluation of greenways or other non-motorized facilities.
4. This investigation of ADA compliance does not include a review of the current IBC code or any other governing codes or zoning requirements as they apply to the facilities included as part of this ADA compliance investigation.
5. This investigation of ADA compliance does not include development of documents, details, specifications, or any other similar work that could be used to obtain bids or proposals to do non-compliance corrective work items identified by the SETP.
6. The Client will make available to DLZ floor plans of the buildings and sites to be reviewed for use by DLZ solely for the purpose of this ADA compliance investigation, if readily available.
7. Title II review of non-public or non-common use employee spaces is not included in this ADA compliance investigation. Client will provide a building layout plan for each facility prior to DLZ performing evaluations if floor plans are not available. The layout plan is to include the location and labeling of various spaces in each facility, including all restrooms, public areas, offices or employee work areas, break rooms, conference rooms, mechanical/electrical rooms, etc. The intent of the layout plan is to allow for identification of areas of each facility that are to be included in the evaluation.
8. Client will provide DLZ with access to facilities outside normal business hours where requested to meet the expedited schedule. Restrictions on access to some spaces within some facilities is permitted where necessary and may require DLZ staff to be escorted by Client staff. Client will provide in the layout plan for each facility those areas that work must be done during business hours. DLZ will coordinate in advance with requests for facility access outside of normal business hours and Client will ensure access is provided with or without escort.
9. Those items noted herein as "Scope of Services Limitations" and "Client's Responsibilities" can be modified only upon receipt of either the Client's written authorization to perform an Additional Services task or by approval of a scope and fee modification provided by DLZ and approved in writing in advance by the Client.

E. CLIENT'S RESPONSIBILITIES

The Client will provide the following items to assist DLZ during the course of the project. This is in addition to those items identified in Section B. 'Basic Scope of Services' as responsibilities of the Client and Section D. 'Assumptions'.

1. Appoint a single point-of-contact that will provide information requested by DLZ in a timely manner and assist DLZ in gathering necessary information to complete the scope of work.
2. Identify and inform DLZ regarding the name and contact information for the Client's ADA Coordinator.
3. Provide DLZ with copies of all ADA-related documents, including resolutions, ordinances, forms, etc. formally appointing the ADA Coordinator, adopting a grievance procedure, etc.
4. Provide responses to the Services and Activities Questionnaire, within four (4) weeks of the date DLZ provides it to the Client. The questionnaire is to be provided to the identified point-of-contact, who will be responsible for distribution to each of the County's departments and compiling responses for delivery to DLZ. DLZ intends to schedule meetings with Department Heads to discuss their policies/procedures. DLZ will work with the point-of-contact to schedule the dates and times to ensure all personnel are available.
5. Provide DLZ with the actual location of facility boundaries and provide other GIS information that is readily available if requested.
6. Provide information requested by DLZ in a timely manner.

7. Review, approve, and post/distribute all public notices in local newspapers and other means, for Public Outreach.
8. Mail public meeting notices to any known disability advocates or individuals outside of those identified by DLZ as potentially interested parties.
9. Assist with development of the public, on-line survey.
10. Collect public comments regarding this project and forward to DLZ on a timely basis.
11. Identify all areas of Client facilities with public access or that are defined as employee common-use areas. Provide access to all areas of Client facilities required to be reviewed.
12. Provide architectural floor plans (that are readily available) for each facility to be utilized by DLZ for the sole purpose of doing this ADA compliance investigation.
13. Furnish all legal, insurance, and accounting services including auditing services that may be reasonably necessary at any time for the project to meet the Client's needs and interests.
14. Provide prompt written notice to DLZ if the Client becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in DLZ's work or scope of basic services.
15. Provide DLZ with information about all polling locations, including facility contact person for access, restrictions on hours of access, parking lot(s) used during polling, the building entrance used during polling, and the area of the facility used for polling. DLZ will determine the accessible routes connecting these spaces and the review is limited to only those areas of each facility and the connecting routes.

F. ADDITIONAL SERVICES

The following services are not included as part of DLZ's Basic Scope of Services. DLZ may be available to perform these services, but will not proceed with performing Additional Services without the Client's prior written authorization.

- Creation of floor plans of facilities identified as part of this compliance investigation that were not made available to DLZ by the Client.
- IBC or other code review of the facilities included in this ADA compliance investigation.
- Review of marginal compliance issues to determine their probability to be considered an acceptable alternative means to achieve ADA compliance is not included as part of this investigation.
- Review of Title II conditions related to site and architectural barriers in non-public or employee areas that are not common use.
- Review of any Title I accessibility issues within employee-only areas of facilities.
- Notification, sponsoring, conducting, and documentation of public meetings other than those specifically described in the scope of basic services.
- Attendance by DLZ at any additional public meetings other than those noted in the Basic Scope of Services.
- Evaluation of right-of-way facilities constructed after the Notice to Proceed or modified after DLZ's self-evaluation of same.
- Evaluation of sidewalk mileage or intersections exceeding the amount indicated in Basic Scope of Services.
- Title VI compliance evaluation.

G. SCHEDULE

DLZ is available to commence this project within one week after receipt of a signed Agreement and written Notice-to-Proceed. At this time, the Basic Scope of Services as described herein shall be completed following approximate schedule, which assumes a notice-to-proceed date of January 1,

EXHIBIT A

2018, and project completion date of June 30, 2018. The Schedule assumes no delays due to weather, Client delays in providing required information, or extended review periods.

TASK AND ACTIVITY	TIMELINE Calendar Days from Notice-to-Proceed (NTP)
Self-Evaluation of Facilities (ROW and Non-ROW)	90
Develop Draft Transition Plan for Client Review	145
Public Outreach/Draft for Public Review	160
Final SETP and Adoption by County	180

H. COMPENSATION

The Client shall compensate DLZ National, Inc. (DLZ) for providing professional services rendered under the "Basic Scope of Services" for a lump sum fee of **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**, which includes evaluation of all facilities listed in Table 1. Detailed cost breakdown is as follows:

Facility Description	Address	Cost
General Facilities		
Blount County Courthouse	341 Court Street, Maryville	\$ 3,900
Animal Shelter	233 Currie Avenue, Maryville	\$ 780
Blount County Justice Center	930 E. Lamar Alexander Parkway, Maryville	\$ 3,640
Operations Center	1227 McArthur, Maryville	\$ 2,080
Health Department	301 McGhee Street, Maryville	\$ 1,300
Probation	1006 E. Lamar Alexander Parkway, Maryville	\$ 1,040
Library	508 N. Cusick Street, Maryville	\$ 2,600
Recovery Court	1008 E. Lamar Alexander Parkway, Maryville	\$ 1,300
Soil Conservation	221 Court Street, Maryville	\$ 780
Thompson-Brown House	1004 E. Lamar Alexander Parkway, Maryville	\$ 1,300
Parks		
Eagleton Park	Henderson Street, Eagleton Village	\$ 1,560
Louisville Point Park	3298 Cox Road, Louisville	\$ 2,080
Singleton Park	Topside Road, Louisville	\$ 780
Everett Recreation Center	318 S. Everett High Road, Maryville	\$ 3,280
Everett Senior Center	702 Burchfield Street, Maryville	\$ 2,340
Richard Williams Park	300 E. Lincoln Road, Alcoa	\$ 100
Polling Places		
34 polling places throughout the county		\$ 20,000.00
	Facility Self-Evaluation Cost - SUB-TOTAL	\$ 48,860
	Programs, Policies review	\$ 9,000
	Transition Plan	\$ 34,800
	Direct costs	\$ 7,340
	TOTAL LUMP SUM FEE	\$ 100,000

Total project fee is inclusive of all labor and direct costs for the scope of services in Exhibit A.

Project expenses incurred by DLZ to perform the Basic Scope of Services as stated herein are reimbursable at DLZ's cost and included within the total lump sum fee amount. Any expenses incurred outside the Basic Scope of Services (including those associated with reproduction of additional report copies) or authorized Additional Services shall be considered Reimbursable Expenses and shall be payable in accordance with Exhibits B and C.

The remainder of this page is intentionally left blank

EXHIBIT B
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICE AND PAYMENT PROCEDURES:** DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

2. **SUBSURFACE INVESTIGATION:** DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

3. **AGENCY REVIEW:** In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

4. **SURVEY STAKING:** In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

5. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

6. **SAFETY:** DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

7. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

8. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

9. **INDEMNIFICATION AND INSURANCE:** Any and all obligation of Blount County to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. § 29-20-101 et. Seq. and Blount County's obligation to provide indemnification is limited to the limits of liability set forth by a governmental entity under said Act.

10. **LIABILITY:** No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. DLZ's total liability to CLIENT, and CLIENT's coverage under any of DLZ's insurance policies as an additional insured, if provided, for any and all injuries, claims, losses, expenses or damages arising out of DLZ's Services or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

11. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located. The sole venue for any lawsuit filed as a result of this Agreement is the county in which the project is located.

12. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

13. **SCHEDULE:** DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

EXHIBIT C

**DLZ NATIONAL, INC. – STANDARD FEE STRUCTURE
ENGINEERING/ARCHITECTURAL
2017**

Activity Code	Employee Classification	2017 Hourly Rate
1	Principal	\$240.00
49/49D	Division Manager/Director	\$210.00
50	Department Manager	\$185.00
55/4	Registered Land Surveyor/Survey Coordinator	\$135.00
80/217	Senior Project Manager / Project Manager II	\$190.00
21/216	Project Manager I	\$170.00
341/340/556/557	Electrical/Mechanical/Structural Engineer VI	\$175.00
555/565/214	Engineer V/Architect V/Landscape Architect V/Planner V/Scientist V/Geologist V/ Surveyor V	\$160.00
554/564	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Geologist IV	\$155.00
53/58	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Geologist III	\$135.00
52/57	Engineer II/Architect II/Landscape Architect II/Planner II/Scientist II/Geologist II	\$125.00
51/56	Engineer I/Architect I/Landscape Architect I/Planner I/Scientist I/Geologist I	\$100.00
28	Designer I	\$95.00
472	Designer II	\$115.00
473	Designer III	\$130.00
29	Technician	\$75.00
147	Construction Observer Manager /Administrator	\$125.00
152	Construction Observer	\$100.00
43	Clerical	\$70.00
6	Intern	\$55.00

	Crew Classification	2017 Hourly Rate
142/99	2 - person Topographic Survey Crew (straight time)	\$200.00
142/99	2 – person Topographic Survey Crew (over time)	\$260.00
63	1 – person Field Crew	\$125.00
63	1 – person Field Crew (over time)	\$170.00
GPS	1 – person GPS/RTK Field Crew	\$170.00
SCAN	HDS Laser Scanning Crew	\$275.00
13/94	Field Survey Technician / Survey-Mapping Assistant	\$80.00

Reimbursable Expenses	Rate
Mileage	\$0.535/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 10%
Subconsultants	Cost plus 10%
Equipment Rental	Cost plus 10%

Note: This project is expected to be completed by December 31, 2018. If, at no fault of the ENGINEER, any delays are encountered, the ENGINEER reserves the right to renegotiate cost of living rate increases beyond December 31, 2018.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood
	PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com
INSURED DLZ National, Inc 1950 Haggard Ct Lexington, KY 40505	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Union Fire Ins Co of P 19445
	INSURER B : QBE Insurance Corporation 39217
	INSURER C : Lloyds of London
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: 17-18 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5268221	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA4489714	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CCU3977348	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893783	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab incl Pollution Liability			B0146LDUSA1704157	01/01/2017	01/01/2018	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Blount County, ADA Self-Assessment and Transition Plan Project; Tennessee

CERTIFICATE HOLDER Blount County Government Blount County, Tennessee 385 389 Court Street Maryville, TN 37804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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