

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH MWH AMERICAS, INC. FOR THE FORMATION OF THE MOCCASIN BEND CLEAN WATER AUTHORITY, FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator of the Department of Public Works to enter into a contract for professional services with MWH Americas, Inc. for the formation of the Moccasin Bend Clean Water Authority, for an amount not to exceed \$100,000.00.

ADOPTED: _____, 2013.

/mms

City of Chattanooga



Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date: January 25, 2013

Preparer: William C. Payne

Department: Public Works - Engineering

Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): _____

A Council resolution is request to authorize a contract with MWH Engineers, Inc. for Professional Services relative to the formation of the Moccasin Bend Clean Water Authority in an amount not to exceed \$100,000.

Name of Vendor/Contractor/Grant, etc.	<u>MHW</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>100,000.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>100,000.00</u>	Provide <u>Fund</u>	<u>see below</u>
City Amount Funded \$	<u>100,000.00</u>	Provide <u>Cost Center</u>	<u>see below</u>
New City Funding Required \$	<u>100,000.00</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	<u>0</u>	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
<u>\$50,000.00</u>	<u>ISS, 6010, K30101</u>
<u>\$50,000.00</u>	<u>Water Quality, 6030, K70101</u>
<u>\$</u>	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by:

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

SOP 2003-9
 Date of Issue 10-16-03
 Rev. 03-03-11

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

MWH Americas, Inc.,

hereinafter called Engineer.

The Owner wishes to employ the Engineer to perform professional engineering services for

Development of a Plan to Consolidate Areawide Water, Wastewater, and Water Quality Services and Facilities, Contract No. W-13-002-101,

hereinafter called Project.

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

1. **EFFECTIVE DATE**
 The effective date of this Agreement shall be _____, 20_____.
2. **GOVERNING LAW**
 This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.
3. **SERVICES TO BE PERFORMED BY ENGINEER**
 Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Chattanooga Design and Construction Standards in effect on the date of this agreement.
4. **COMPENSATION**
 Owner shall pay Engineer in accordance with the Attachment B, Compensation.
5. **OWNER'S RESPONSIBILITIES**
 Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.
6. **SUPPLEMENTAL AGREEMENTS**
 The provisions set forth in Attachment D, Supplemental Agreements, shall be incorporated into this Agreement
7. **PROJECT SCHEDULE**
 The provisions set forth in the Attachment E, Project Schedule, shall be incorporated into this Agreement.
8. **RATE SCHEDULE**
 The Engineer shall provide a schedule of standard hourly rates for all employees to be used in the performance of all contracts with a cost-not-to-exceed basis. This schedule shall be incorporated into the agreement as Attachment F.
9. **INVOICING**
 The Engineer will use the format established in Attachment G, Standard Invoice, for all invoices submitted for services on the Project.

PPB



10. STANDARD OF CARE

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

11. INDEMNIFICATION

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's actual negligent performance of Services under this Agreement, including errors or omissions.

Owner hereby agrees to fully indemnify and hold harmless Engineer and any of its officers, employees, or designated agents from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Engineer and any of its officers, employees or designated agents arising out of Owner's negligence to the extent provided by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-201 et seq.

12. INSURANCE

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverages as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this section shall survive.

Notwithstanding any other provision of the Agreement, Owner waives any claim against Engineer and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold Engineer harmless from any claim, liability, and/or defense costs for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property value.

13. LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer,



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to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

14. OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

15. REUSE OF DOCUMENTS

All documents, including, but not limited to calculations, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, calculations, drawings, specifications, and other documents prepared by Engineer as part of the Services shall become and be the sole property of Owner. However, both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer.

17. RECORDS RETENTION AND AUDIT PROVISION

The term "Engineer" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.).

a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Engineer or the Engineer's consultants, shall be made available for inspection and copying upon written request to the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the time expended by the Engineer and its personnel to perform the obligations of this Agreement and the records of expenses incurred by the Engineer in its performance under said Agreement. The Engineer shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good engineering practice, and upon notice during the pendency of any claims or litigation arising from the Project.

b. The Owner or its assign may audit all financial and related records (including digital)



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associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Engineer. The Owner may further audit any of Engineer's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

- c. The Engineer shall at all times during the term of the contract or agreement and for a period of seven years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Engineer. Documents shall be maintained by the Engineer, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Engineer shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Owner at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Engineer and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Engineer's obligations to the Owner.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Owner unless the audit identifies significant findings that would benefit the Owner. The Engineer shall reimburse the Owner for the total costs of an audit that identifies significant findings that would benefit the Owner.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

18. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

19. DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing performance and the efforts being made to resume performance of the Agreement. If the Engineer is delayed in the performance of the services for more than 365



calendar days, either by the Owner or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of seven years and reviewed prior to consultant selection for City projects. In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

20. HAZARDOUS MATERIALS

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Owner and Engineer agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Owner and Engineer also agree that the discovery of unanticipated hazardous materials may make it necessary for the Engineer to take immediate measures to protect health and safety. Owner agrees to compensate Engineer for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Engineer agrees to notify Owner when unanticipated hazardous materials or suspected hazardous materials are encountered. Owner agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Engineer harmless for any and all consequences of disclosures made by Engineer which are required by governing law. In the event the project site is not owned by Owner, the Owner agrees to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

21. COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: MWH Americas, Inc., Project Manager Robert J. Hunter, V.P.
 3157 Royal Drive, Suite 250
 Alpharetta, Georgia 30022

Office (678)327-2969
 Fax No. (678)327-2930
 Email: Robert.J.Hunter@mwhglobal.com

Owner: City of Chattanooga
 Department of Public Works
 Engineering Division
 Suite 2100, Development Resource Center
 1250 Market Street
 Chattanooga, TN 37402
 (423) 643- 6033

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.



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22. WAIVER

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



23. DISPUTE RESOLUTION

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

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expenses of mediations.
- c. Such mediation may include the Engineer or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25. INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements, are hereby incorporated into and shall become a part of this Agreement.

26. SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

27. ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.



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28. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

29. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

30. NON-DISCLOSURE

Engineer agrees not to disclose or to permit disclosure of any information designated by the Owner as confidential, except to the engineer's employees and subcontractors who require such information to perform the services specified in this agreement.

31. NON-DISCRIMINATION

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

32. DRUG FREE WORKFORCE

Engineer certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

33. FEDERAL OR STATE FUNDING

In the event that the Project is funded in whole or in part by Federal or State grants, Engineer agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

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

 MWH Americas, Inc. Date
 Robert J. Hunter, Vice President

 Administrator of Public Works Date

 MWH Americas, Inc. Date

 Director of Purchasing Date

Reviewed by City Attorney Office _____
 Initial Date



ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Engineer: MWH Americas, Inc.
Project Number & Name: Contract No. W-13-002-101

Development of a Plan to Consolidate Areawide Water, Wastewater, and Water Quality Services and Facilities

SCOPE OF SERVICES

1. BASIC SERVICES

The project is specifically defined as:

The City of Chattanooga Tennessee (CITY) has selected MWH (ENGINEER) through a competitive procurement (REI-64229) to provide professional services and assist with the formation of a new utility authority, evaluate the regional net benefits of the additional consolidation of area-wide wastewater, water quality (stormwater) and drinking water services and facilities and initiate the development of a plan for subsequent, beneficial consolidation. The purposes of the new utility authority and the potential future utility consolidations are to maximize the efficiency and effectiveness of the regional water-related utility systems, provide the greatest community benefits through cost-efficient investment by utilizing new regulatory flexibility (e.g., USEPA Integrated Planning Framework) and established a more reliable and comprehensive water utility foundation for existing customers and economic development. This task order initiates the initial implementation and planning process (Phase 1) and provides the framework for development of subsequent tasks and phases. The purpose of this first task order is to solidify the foundation and framework for the recommended new utility structure and governance and assist in the transition of utility operations as the CITY moves forward in the consolidation process.

This first task order for Phase 1 services will consist of these five subtasks:

- 1) Assist the CITY in transitioning the existing CITY wastewater and water quality (e.g., stormwater) operations to the new authority structure; including organizational, operational, financial and regulatory aspects of utility transfer and consolidation.
- 2) Assist the CITY with an assessment of near-term improvements to powers and attributes in order to increase the effectiveness of the new authority to efficiently provide services to the regional community; including the evaluation of potential legislative changes to facilitate improved powers and attributes.
- 3) Work with the CITY, utility staff and the Water Authority Board to establish and clarify the consolidation framework including goals and anticipated benefits and establish an initial communication program through a collaborative process with stakeholders.
- 4) Develop an initial profile of regional utility services and providers to serve as a basis for future efficiency and benefit assessments.
- 5) Summarize and report the Phase 1 findings and recommendations.



The Engineer agrees to provide the following services:

Task 1 – Transition of Existing City Operations to New Utility

ENGINEER will provide on-call assistance to the CITY in evaluating organizational, financial and regulatory considerations and options for the transfer of the existing CITY water utility operations to the new authority. These management consulting services may include business transformation and performance improvement, strategic planning, utility staffing, as well as financial, risk, stakeholder and regulatory issues. ENGINEER will periodically meet with the CITY staff to develop, discuss and evaluate transfer and consolidation options.

Task 2 – Authority Governance, Structure Analysis

ENGINEER will identify those powers and attributes of the proposed consolidated utility which are considered necessary and those powers which are considered desirable for success. These powers and attributes will be compared to those available under the current enabling legislation for Authorities. Alternative governance and structure options will be reviewed and potential options for new legislation will be identified. The results of this task will be provided in a brief technical memorandum. The ENGINEER will provide five draft copies to the CITY for review. Upon receipt of one copy with all consolidated review comments, the ENGINEER will finalize the document and include it with the final report.

Task 3 – Facilitated Stakeholder Workshop

ENGINEER will organize, prepare for and conduct a 1-day facilitated workshop to be attended by identified stakeholders for the purpose of clarifying the goals, anticipated benefits, necessary powers and attributes and governance structure of the consolidated utility. The initial communication plan will include stakeholder interviews and analysis, message development for stakeholder benefit summary, and project fact sheet. The CITY and the ENGINEER will meet prior to the workshop to develop the attendee list and the agenda. The CITY will provide the workshop meeting place and will provide all meeting requirements such as the meeting place, audio-visual equipment, flip charts, and white boards. The findings and agreements reached during the workshop and the stakeholder interviews will be documented by the ENGINEER in a brief technical memorandum. The ENGINEER will distribute a draft technical memorandum to selected attendees for comment and will finalize within 1 week of receipt from the CITY in one document with consolidated review comments.

Task 4 – Develop Regional Utility Profile.

ENGINEER will develop a standard data template identifying the profile data needed for initial characterization of utilities with respect to key attributes for future efficiency analyses. These data will provide a base for more detailed data requests and review in subsequent phases of the project. These data are intended to be readily available from utilities and will include information on plans, budgets, reports and audits for financial, operations and capital systems. These may include CMMS (work order), customer service, accounting billing, meter, GIS and asset management systems. Specific plans would include Capital Improvement Plans (CIP), Certified Annual Financial Reports (CAFR), utility master plans, official statements and engineer's report from debt issues. Examples of profile data may include information on existing utility corporate and governance structure, current annual operating and capital budgets, existing indebtedness, rates and revenue information, service areas, customer statistics, employee headcount, existing organizational chart, system descriptions summarizing components and conditions of treatment plants and collection/distribution systems, employee pension structure, customer service operation, and other similar such attributes.

Task 5 – Summary Report of Findings

ENGINEER will prepare a draft report of findings and submit five copies to the CITY project manager for distribution and review. Upon receipt of one copy with all consolidated review comments, ENGINEER will finalize the report and submit five bound copies and one PDF copy on compact disk.



EXCLUSIONS

The following tasks are not included in the SCOPE OF WORK above;

1. Formal Value Engineering Services,
2. Cost estimating or valuation of utilities,
3. Financial Feasibility or cost of services studies,
4. Surveying,
5. Coordination with funding agencies,
6. Presentations, other than to the CITY's elected council and Water Authority Board.

2. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

TBD

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:

Non-local travel expenses, report preparation materials.



ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Engineer: MWH Americas, Inc.
 Project Number & Name: Contract No. W-13-002-101

Development of a Plan to Consolidate Areawide Water, Wastewater, and Water Quality Services and Facilities

COMPENSATION

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

1. For the Basic Services described in Attachment A, **fee not to exceed \$100,000.00**. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

ENGINEER agrees to provide the services described above on a time and materials basis for a fee not to exceed \$100,000.000, to be billed on a time and materials basis in accordance with the contract hourly labor rates, plus direct expenses including non-local mileage and other travel costs, to be invoiced on a month basis.

Once such fee amount is reached, ENGINEER shall not for any reason perform any additional work that would exceed this amount without the prior written agreement with the OWNER.

ENGINEER reserves the right to manage work hours between tasks and employee classifications, and/or utilize other employee classifications, provided that the work assignment total fee is not exceeded and the designated (assigned) project personnel are not changed without prior approval of the CITY.

Subtotal \$100,000.00

2. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

No Supplemental Services have been identified.

Subtotal \$ 0.00

Grand Total \$100,000.00

3. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).
4. Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of 10%. Charges for use of computer equipment or software, local travel, local telephone, project photographs, miscellaneous supplies, and reproduction are not considered



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reimbursable charges. Allowable project-specific reimbursable expenses shall be outlined in Attachment A.

5. The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
6. The Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.
7. Invoices shall be submitted using the Standard Invoice form, Attachment G.



ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Engineer: MWH Americas, Inc.
Project Number & Name: Contract No. W-13-002-101

Development of a Plan to Consolidate Areawide Water, Wastewater, and Water Quality Services and Facilities

OWNER'S RESPONSIBILITIES

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

1. Designate one City of Chattanooga employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
2. Provide to the ENGINEER all non-confidential files, data, reports, maps and other such information needed to complete the ENGINEER's scope of services.
3. Assist the ENGINEER with obtaining such similar information held by other utilities, contractors and government offices.
4. Meet with the ENGINEER on a timely basis to facilitate the proposed project schedule.
5. Provide review comments to the ENGINEER within one week of receipt of draft documents.
6. Issue Notice(s) to Proceed to the Engineer for each phase of the design services.

CITY shall furnish to ENGINEER all applicable information and technical data in CITY's possession or control reasonably required for the proper performance of the Services. ENGINEER shall be entitled to reasonably rely upon the information and data provided by CITY or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in these Services.



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ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Engineer: MWH Americas, Inc.
Project Number & Name: Contract No. W-13-002-101

Development of a Plan to Consolidate Areawide Water, Wastewater, and Water Quality Services and Facilities

SUPPLEMENTAL AGREEMENTS

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

[All necessary items as Supplemental]



ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Engineer: MWH Americas, Inc.
Project Number & Name: Contract No. W-13-002-101

Development of a Plan to Consolidate Areawide Water, Wastewater, and Water Quality Services and Facilities

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of seven years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

Schedule: Engineer will make plan submittals to Owner based on the following schedule:

1. Concept Drawings - Engineer will submit concept drawings within [Days] calendar days after Notice to Proceed by Owner.
2. Field Check - Engineer will submit field check drawings within [Days] calendar days after Notice to Proceed by Owner.
3. Right-of-Way Drawings - Engineer will submit right-of-way drawings within [Days] calendar days after the Notice to Resume Work is given by Owner following Field Check.
4. Office Check - Engineer will submit office check drawings and specifications within [Days] calendar days after the Notice to Resume Work is given by Owner following Field Check.
5. Bid Documents - Engineer will submit bid documents within [Days] calendar days after the Notice to Resume Work is given by Owner following Office Check.
6. Bid / Award Services - 60 calendar days.
7. Construction Administration Services and/or CEI - [Days] calendar days.
8. It is understood and agreed that the Engineer shall start the performance of Services within 10 days of receipt of a written Notice to Proceed and shall complete the work in accordance with the contract times set forth herein.



ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: MWH Americas, Inc.
 Project Number & Name: Contract No. W-13-002-101

Development of a Plan to Consolidate Areawide Water, Wastewater, and Water Quality Services and Facilities

RATE SCHEDULE

Hourly billing rates for anticipated project staff are as follows:

Partner - Attorney	\$550.00	(James Weaver)
Senior Company Officer	\$365.00	(Robert Hunter, David Sherman)
Senior Associate – Attorney	\$340.00	(Erica Garrison)
Principal – Communications	\$275.00	(Patricia Tennyson)
Associate – Attorney	\$270.00	
Principal/Project Manager	\$240.00	(Greg Tate)
Senior Financial Analyst	\$220.00	(Robert Ori)
Senior Engineer	\$220.00	(Ed Wetzel)
Senior Communications Specialist	\$192.00	(Karen Snyder, MaLika Hakeem)
Engineer	\$167.00	
Associate Financial Analyst	\$150.00	
Financial Analyst	\$126.00	
Associate/Intern	\$98.00	
Administrative	\$80.00	
Graphic Designer	\$75.00	



ATTACHMENT G

STANDARD INVOICE

Indicates MANDATORY item

CONSULTANT LETTERHEAD

ATTN: City Project Manager
REF: Project Name
CODE: Consultant Project Number
PO: City Project Number in format S-02-001-101

Provided by City

INVOICE

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

Must be Sequential Number

City Project Manager
City Project Manager Title
City of Chattanooga
Engineering Division/DRC
1250 Market Street, Suite 2100
Chattanooga TN 37402

Invoice Number 5
Dated 07/07/03

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

This Breakdown must list each item of the Contract.

Consultant Project No.	Description	Fee	Work	Percent	Amount	Previous	This
		Fee Basis		to Date	Billed	Billed	Invoice Billed
C03009-01	01 - Design	\$51,500.00	LS	55%	\$28,325.00	\$18,540.00	\$9,785.00
	02 - Survey	\$15,700.00	LS	0%	\$0.00	\$0.00	\$0.00
C03009-02	Barton Avenue and Brown Acres Golf Course Design	\$20,000.00	CP	12%	\$2,391.02	\$2,033.00	\$358.02
C03009-03	Permitting/Easement Assistance	\$5,000.00	CP	6%	\$291.08	\$0.00	\$291.08
C03009-04	Bidding/Construction Assistance	\$10,000.00	CP	0%	\$0.00	\$0.00	\$0.00
C03009-05	Misc. As-Requested Services	\$5,000.00	CP	7%	\$363.85	\$0.00	\$363.85
Total Contract Amount					\$107,200.00	\$31,370.95	\$20,573.00
TOTAL THIS INVOICE							\$10,797.95

Must Match Contract Amount

Prior Invoices	\$20,573.00
This Invoice	\$10,797.95
Payments	-\$20,573.00
Balance on Account	\$10,797.95

NOTE:

- There shall be only one invoice per contract per billing period.
- Any necessary details should be attached as backup.