

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH CDM SMITH, INC. FOR PROFESSIONAL SERVICES RELATIVE TO CONTRACT NO. W-12-024-101, FOCUSED SANITARY SEWER EVALUATION STUDY (SSES) AND REHABILITATION – CHATTANOOGA CREEK 4, SUB-BASIN, FOR AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$648,000.00).

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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 an agreement with CDM Smith, Inc. for professional services relative to Contract No. W-12-024-101, Focused Sanitary Sewer Evaluation Study (SSES) and Rehabilitation – Chattanooga Creek 4 Sub-Basin, for an amount not to exceed \$648,000.00.

ADOPTED: \_\_\_\_\_, 2013.

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 3/15/13

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # \_\_\_\_\_ Council District # 7

A Council Action is requested for the Administrator of the Department of Public Works to enter into an agreement with CDM Smith Inc., for professional services, relative to Contract No. W-12-024-101, Focused Sanitary Sewer Evaluation Study (SSES) and Rehabilitation - Chattanooga Creek 4 Sub-basin, in an amount not to exceed \$648,000.00.

Name of Vendor/Contractor/Grant, etc.	<u>CDM Smith Inc.</u>	New Contract/Project? (Yes or No)	<u>No</u>
Total project cost \$	<u>648,000.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>648,000.00</u>	Provide Fund	<u>6011</u>
City Amount Funded \$	<u>648,000.00</u>	Provide Cost Center	_____
New City Funding Required \$	<u>0</u>	Proposed Funding Source if not budgeted	<u>ISS - CD</u>
City's Match Percentage %	_____	Grant Period (if applicable)	_____

### List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
_____	_____
_____	_____

Agency Grant Number \_\_\_\_\_  
CFDA Number if known \_\_\_\_\_

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

Consent Decree Project - ISS

Approved by: [Signature]  
DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

Revised: 1/26/09



**CITY OF CHATTANOOGA**  
**STANDARD AGREEMENT FOR ENGINEERING SERVICES**

SOP 2003-9  
 Date of Issue 10-16-03  
 Rev. 11-13-12

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

CDM Smith Inc.,

Hereinafter called Engineer.

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

W-12-024-101-Professional Services for Focused Sanitary Sewer Evaluation Study and Rehabilitation of Chattanooga Creek 4 Sub-basin for Waste Resources Division,

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.



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.
- d. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- e. 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, 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) 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 continued 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: CDM Smith Inc.  
Attn: Andrew Romanek  
651 East 4<sup>th</sup> Street, Suite 100  
Chattanooga, TN 37403  
(423) 771-4495  
romanekap@cdmsmith.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.

## 22. WAIVER



**CITY OF CHATTANOOGA**  
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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SOP 2003-9  
Date of Issue 10-16-03  
Rev. 11-13-12

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.





**ATTACHMENT A**

Owner: City of Chattanooga, Tennessee

Engineer: CDM Smith Inc.

Project Number & Name: W-12-024-101

Professional Services for Focused Sanitary Sewer Evaluation Study  
and Rehabilitation of Chattanooga Creek 4 Sub-basin for Waste Resources Division

**SCOPE OF SERVICES**

**1. BASIC SERVICES**

The project is specifically defined as: Focused Sanitary Sewer Evaluation Study and Rehabilitation of Chattanooga Creek 4 Sub-basin. Basic Services are considered to be Task Items 1 through 6 of the Specific Scope of Work found in Section 3.2B of the Scope and Fee Negotiations Packet for said project.

The Engineer agrees to provide the following services:

**Task 1: Data Gathering and Project Management**

**Subtask 1.1 – Kickoff Meeting and Project Management Plan**

CDM Smith will facilitate a kick-off meeting with the City and PM to review the project scope and schedule, confirm project goals and expectations, and identify short-term action items. CDM Smith assumes that this meeting will last a half day and be held at either the City or PM offices.

As part of this subtask, CDM Smith will also prepare and submit to the City and PM a Project Management Plan. The plan will include a detailed schedule that will serve as the basis for future schedule updates.

**Subtask 1.2 – Data Gathering**

CDM Smith will work closely with the PM to acquire data and information about the sub-basin necessary to support project implementation. These data are expected to include GIS data, asset information, flow monitoring data, maintenance history, SSOs, etc. CDM Smith's cost for this task assumes that required data already exist. No new data collection is anticipated outside of that outlined in Task 2 below.

**Subtask 1.3 – Project Management**

This task covers project management throughout the duration of the project, which is assumed to be 20 months. Project management will include the following activities:

- As needed coordination and interaction with the City and PM regarding the project (*CDM Smith's budget allows for monthly conference calls to discuss progress and other miscellaneous communication*)
- Day-to-day project management, including staff and subcontractor oversight
- Monthly updates to the project schedule



- Monthly invoicing and progress reporting in format as required by the City and PM.

## **Task 2: Sanitary Sewer Evaluation Study (SSES)**

### **Subtask 2.1 – SSES Data Collection**

CDM Smith will subcontract with Hydromax USA, one of the City's pre-qualified vendors, to perform the detailed SSES for the Chattanooga Creek 4 sub-basin. CDM Smith has worked with Hydromax on several other projects throughout the southeast U.S. and has the confidence that they will be able to satisfy the project objectives.

The SSES will be conducted in accordance with the City developed specifications dated February 15, 2013 and any subsequent updates. Based on our understanding of the approach and experience regarding the frequency of specialty inspections on other projects, CDM Smith's project budget includes the following:

- CCTV and smoke testing for the entire length of sewer system, estimated to be 62,311 feet
- CCTV inspection in easements or difficult access locations for approximately 5% of the sewer based on review of aerial photography
- Level 2 manhole inspections for the entire sewer system, estimated at 338 manholes
- Cleaning of the entire length of sewer system
- Heavy cleaning for up to 15% of pipes less than 24 inches in diameter and no heavy cleaning for pipes greater than 24 inches in diameter
- Up to 30 flow isolations, 10 dyed water traces, 5 dyed water flooding of storm sewers, 30 reverse CCTV setups, and 10 protruding tap removals

No by-pass pumping or sonar inspections are anticipated to be required and have not been budgeted. If high flows are observed, Hydromax will attempt to conduct inspections late at night or on Sunday, or will complete flow isolations. Additional assumptions used to prepare the budget for this task are as follows:

- Residual waste can be disposed of via the Moccasin Bend Wastewater Treatment Plant
- Flashing lights, cones, and signage are all that will be required for traffic control
- Field personnel can work a 10-hour or more per working day
- Cleaning equipment can get within 150 feet of the manhole where cleaning will take place

### **Subtask 2.2 – SSES Quality Control**

CDM Smith will have direct responsibility for the performance of the subcontractor and SSES data collection effort. As such, this subtask covers review and quality control that CDM Smith will perform to achieve data objectives. This includes field oversight and decision making based on observed conditions.

Based on CDM Smith's experience with similar programs and in an effort to balance overall project costs and benefits, CDM Smith does not propose for an inspector to shadow the SSES subcontractor 100% of the time. However, it is important to set clear expectations and to be involved continually throughout the data collection process. For this subtask, CDM Smith will complete the following:



- Inspection of SSES data collection for the first week of the study
- Daily coordination, as needed, with the SSES contractor and decision input
- Ongoing review of SSES data collection
- Daily inspections approximately once every two weeks after the first week of SSES field data collection

CDM Smith will direct the SSES subcontractor to repeat any data collection effort that does not meet the City and PM's specifications. Based on discussion with Hydromax, CDM Smith has assumed a total data collection period of three months.

### **Subtask 2.3 – SSES Report and Data Delivery**

CDM Smith will prepare an SSES report detailing the findings of the SSES data collection. As part of this subtask, CDM Smith will also deliver all data collected to the City and PM in the requested formats.

## **Task 3: Preliminary Engineering Report / SRF Facility Plan**

### **Subtask 3.1 – Preliminary Engineering Report**

After the City and PM have reviewed the SSES data and provided CDM Smith with rehabilitation recommendations, CDM Smith will review the rehabilitation recommendations and identify concerns regarding constructability. CDM Smith will then prepare 30% conceptual plans for rehabilitation. As relayed by the City and PM, CDM Smith understands that GIS maps of rehabilitation and documentation of the approach to rehabilitation are sufficient for the 30% conceptual plans. Design drawings in CAD format will not be prepared at this stage. However, conceptual level cost estimates will be developed based on the 30% conceptual plans.

As part of this subtask, CDM Smith will prepare a Preliminary Engineering Report (PER) documenting the conceptual rehabilitation plan. This plan will serve as the basis for final design activities described under Task 4 below.

### **Subtask 3.2 – SRF Facility Plan**

In conjunction with the PER, CDM Smith will prepare a State Revolving Fund (SRF) Facility Plan to assist the City in obtaining funding through the SRF Loan Program for constructing improvements. As part of plan preparation and as required by SRF guidance, CDM Smith will complete an evaluation of alternatives and present worth analysis. The budget for this subtask assumes that the alternatives evaluated will be limited to: 1) do nothing, 2) storage for infiltration / inflow (I/I), increased capacity, and 4) rehabilitation.

Considering that this SRF Facility Plan will be part of a larger submittal of SRF plans, CDM Smith will coordinate with the City and PM to maintain consistency across the group of SRF plan submittals. CDM Smith's budget for this task assumes that the previous SRF Facility Plan completed by the PM for the East Brainerd project will be provided to CDM Smith to use as a go-by and that the PM will provide CDM Smith with a written copyright release and authorization to reuse material presented in that plan. As such, a detailed analysis is not anticipated for environmental reviews or environmental justice issues.

A draft SRF Facility Plan will be submitted to the City and PM for review. A final plan will be prepared and submitted after incorporation of City and PM comments on the draft plan. Depending on timing, the SRF Facility Plan will either be a combined submittal with the PER or will be finalized before the PER is completed and submitted to the PM for submittal to SRF. Six total hard copies of the SRF Facility Plan will be delivered.



### **Subtask 3.3 – Rehabilitation Workshop**

Once the 30% conceptual plans are prepared, CDM Smith will conduct a rehabilitation workshop to review the rehabilitation plan with the City and PM. The primary purpose of this workshop will be to agree on a final rehabilitation plan so that the SRF Facility Plan and PER can be finalized and final design can commence. CDM Smith's cost estimate for this subtask assumes a 1-day workshop facilitated by the core CDM Smith team.

### **Subtask 3.4 – Public Meeting**

CDM Smith's scope of work for this task includes assisting the City and PM in conducting one public meeting to satisfy the requirements of the SRF program to present the rehabilitation alternatives and proposed plan. CDM Smith assumes that the City and PM will handle meeting setup, location, notices, technical presentation, and general inquiries from the public. CDM Smith's role will be limited to providing miscellaneous data to the PM in preparation for the meeting and attending the meeting. A total budget of 8 hours is established for meeting preparation assistance and meeting attendance.

## **Task 4: Finalize Design Drawings and Specifications**

### **Subtask 4.1 – Final Design**

CDM Smith will prepare detailed design drawings and specifications based on the finalized PER. These design documents will be of sufficient detail for a contractor to complete the planned rehabilitation. CDM Smith will utilize City and PM developed guidelines and specifications (including standardized Division 00 and 01) to allow for consistency with other City Consent Decree projects. CDM Smith understands that the City and PM will also provide standardized specifications for rehabilitation. CDM Smith will review these specifications and make any edits as necessary to be able to certify as the engineer of record. Requested edits will be reviewed and approved by the City and PM.

CDM Smith's level of effort and budget estimates for Tasks 3 and 4 are based on an assumption that 40% (or approximately 25,000 LF) of the entire sub-basin will be rehabilitated, including gravity sewers and manholes. Rehabilitation of the gravity sewer system will primarily involve cured in place piping (CIPP), pipe bursting, point repairs, and open cut replacement. Work associated with service laterals will be limited to reestablishing the service connection and will not include rehabilitation or repair of laterals.

CDM Smith anticipates that up to 35, 22-inch x 34-inch design drawings will be prepared, as listed here:

- Title Sheet
- Notes Page
- Key Maps (2)
- Reference Tables (3)
- Plan and Profile Sheets (25) – *assumes approximately 1,000 feet of sewer shown per sheet*
- Details (3)

Per City / PM request, the design drawings will include both a plan and profile for all pipelines and methods of rehabilitation. Based on the example drawing provided by the City and PM, the budget for this task assumes that existing utilities do not need to be shown on the drawings.

Drawings and specifications will be submitted to the City and PM for review at the 90% phase. City and PM comments will be incorporated prior to finalizing the design documents. CDM Smith will deliver electronic copies of the documents through the SharePoint site for review submittals. CDM Smith's



budget for this task includes up to five hard copies for the final design review meeting and/or miscellaneous requests.

#### **Subtask 4.2 – Final Design Review Meeting**

CDM Smith will conduct a final design review meeting with the City and PM at the 90% submittal milestone. This meeting is expected to be less than a half day and will be held following preliminary City and PM review of the associated design submittal.

#### **Subtask 4.3 – Bid Documents and Opinion of Probable Construction Cost**

CDM Smith will prepare Bid Documents and a Bid Schedule using standardized City / PM bid items and the Division 00 and 01 specifications to be provided by the City and PM. CDM Smith will also prepare a Final Takeoff and Opinion of Probable Construction Cost (OPCC). After review by the City and PM and incorporation of any comments, CDM Smith will submit the final Bid Documents to SRF for review, comment, and approval. Any SRF comments will be incorporated into the final plans and specifications used for bidding.

### **Task 5: Bid Phase Services**

CDM Smith will assist the City and PM in bidding the project and executing a contract with the selected contractor. CDM Smith's scope of services for this task includes:

- Preparing an Advertisement for Bids
- Distributing Bid Documents to potential contractors
- Answering contractor questions and preparing addendums as required
- Participating in the Bid Opening
- Preparing a certified Bid Tabulation
- Evaluating bids and making a recommendation of award
- Assisting in submitting MBE / WBE documentation to SRF and obtaining an approval to award
- Preparing contract documents for execution
- Preparing conformed design documents incorporating any changes and addenda issued during the bidding phase

CDM Smith understands that the City will maintain the Plan Holders List. CDM Smith's budget for this task assumes providing up to 20 printed sets of the design documents (drawings and specifications) to the City and PM for bidding purposes and up to four printed sets of the conformed design documents for City / PM use. CDM Smith can make additional sets of documents available to contractors and/or their subcontractors and suppliers for an additional fee to be paid for by the requesting entity.

### **Task 6: Construction Phase Services**

#### **Subtask 6.1 – Construction Administration and Coordination**

This subtask covers general construction administration, inclusive of monitoring construction progress, reviewing and processing contractor pay requests, and document management. Signed pay requests will be delivered to the PM.



### **Subtask 6.2 – Shop Drawing Reviews and RFIs**

CDM Smith will review and approve shop drawings, and will maintain a shop drawing log. CDM Smith will also respond to contractor requests for information (RFIs). As necessary, CDM Smith will prepare supplemental drawings, specifications, and/or instructions to interpret the contract plans and documents and to resolve changes brought about by actual field conditions observed. This subtask also includes reviewing contractor change orders and providing the City and PM with recommendations regarding change orders. Though not expected to be a significant number, the actual number of RFIs, contractor change order requests, etc. will be dependent on several factors (e.g., observed conditions during rehabilitation). CDM Smith's budget for this task is based on a maximum of 120 hours.

### **Subtask 6.3 – Meetings, Inspections, and Site Visits**

At least one representative from CDM Smith will participate in the following:

- Pre-construction kickoff meeting
- Monthly progress meetings during construction
- Site visits during construction for engineering interpretations and clarifications (conducted in conjunction with monthly progress meetings)
- Substantial completion inspection

This task does not include construction inspections. Inspection services are provided under supplemental services Task 9. CDM Smith's budget for this task is based on a construction duration of six months. Actual construction duration may be adjusted by a mutually agreeable amendment to this contract based on actual recommended methods of rehabilitation to be provided by the PM.

### **Subtask 6.4 – Record Drawings**

CDM Smith will prepare and submit hard copy (up to two copies) and/or electronic record drawings in the format (e.g., CAD, pdf, etc.) requested by the City and PM.

## **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: Supplemental Services are considered to be Task Items 7 through 9 of the Specific Scope of Work found in Section 3.2B of the Scope and Fee Negotiations Packet for said project.

### **Task 7: Easements and Permitting**

This task covers obtaining necessary permits, such as for land disturbance, railroad crossings, and aquatic resource alterations (i.e., ARAP). CDM Smith assumes that any existing sewer not in the roadway already has an existing easement in place and that permanent easements will only be required if a sewer needs to be rerouted or paralleled. Neither of these scenarios is anticipated, and CDM Smith's allowance for this task is based on not obtaining any permanent easements.

The sewer system in the Chattanooga Creek 4 Sub-basin crosses Chattanooga Creek and its tributaries at several locations. Should open cut rehabilitation be necessary at one of these crossings, an ARAP permit



and land disturbance permit can be anticipated. Additionally, the sewer system crosses a railroad track in at least five locations. Construction work within the railroad right of way will likely require execution of a license agreement and payment of a license fee and insurance fee.

CDM Smith understands that the City has existing maintenance agreements in place with railroad authorities for several parts of the City. CDM Smith proposes to establish an allowance of \$10,000 for this task. This amount is based on a maximum man-hour assumption of up to 80 hours and is anticipated to cover obtaining one ARAP permit and/or negotiation of a license agreement for railroad crossing(s). CDM Smith will coordinate with the City and PM regarding previous and existing agreements with the railroad authorities to minimize the level of effort for this task. While obtaining permits is the responsibility of the Engineer, any permit and licensing fees will be paid directly by the City.

### **Task 8: Surveying and Mapping**

The purpose of this task is to cover any surveying services required to support rehabilitation design. CDM Smith understands that surveying will be required for any pipe bursting and open cut rehabilitation design, but that CIPP and point repairs design will rely on existing GIS data.

For this task, CDM Smith has assumed that approximately 5% (or 3,000 linear feet) of the sewer system will be rehabilitated via pipe bursting or open cut replacement. Based on discussions with the City / PM, CDM Smith also understands that surveying should be limited to manhole rim elevations, grade elevations at manholes, pipeline invert elevations, and line / profile survey from manhole to manhole and should not include topographic mapping for a set-width corridor along the pipeline alignment. As such, the budget allowance for this task shall be limited to \$10,000.

### **Task 9: Resident Project Representative (RPR)**

This task comprises providing RPR services throughout the construction phase, including pre-construction planning and coordination through substantial completion and post-construction follow-up inspections. Costs under this task will be specific to the RPR. CDM Smith has assumed the following to develop the cost for this task:

- RPR billing rate at \$85/hr
- One week pre-construction planning and preparation
- Six months of construction inspection and oversight at 40 hours per week
- One week project completion closeout and documentation
- Up to 40 hours of post-construction follow-up inspections

Thus, the total proposed allowance for this task is \$95,000. This includes 1,080 hours of an RPR at \$85/hr plus \$3,200 in other direct costs. Depending on the actual construction letting schedule, CDM Smith will either provide an RPR local to Chattanooga or will not bill for travel to/from Chattanooga. The other direct costs are intended to cover travel and costs (e.g., mileage between rehabilitation areas, log books, etc.) specific to the project.

### **3. REIMBURSABLE EXPENSES:**

Project specific reimbursable expenses and charges shall include the following:

Travel to/from non-local offices, RPR travel between rehabilitation construction areas, supplies



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related to project execution, equipment rental, and subcontractors. Auto mileage will be billed in accordance with current U.S. Internal Revenue Service rates.



**ATTACHMENT B**

Owner: City of Chattanooga, Tennessee

Engineer: CDM Smith Inc.  
Project Number & Name: W-12-024-101  
Professional Services for Focused Sanitary Sewer Evaluation Study  
and Rehabilitation of Chattanooga Creek 4 Sub-basin for Waste Resources Division

**COMPENSATION**

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

- For the Basic Services described in Attachment A, for a cost not to exceed \$533,000, billed in accordance with the hourly rates shown in Attachment F. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

Task 1: Data Gathering and Project Management	\$44,510
Task 2: SSES	\$238,790
Task 3: Preliminary Engineering Report / SRF Facility Plan	\$56,010
Task 4: Finalize Design Drawings and Specifications	\$107,450
Task 5: Bid Phase Services	\$21,100
Task 6: Construction Phase Services	\$65,140
Subtotal	<u>\$533,000</u>

- 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.

Task 7: Easements and Permitting	\$10,000
Task 8: Surveying and Mapping	\$10,000
Task 9: RPR	\$95,000
Subtotal	<u>\$115,000</u>

Grand Total \$648,000

- 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).
- Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of 5% for subcontractors and 0% for all other reimbursable charges. Charges for use of computer equipment or software, local travel, local telephone, project photographs, miscellaneous supplies, and reproduction are not considered reimbursable charges. Allowable project-specific reimbursable expenses shall be outlined in Attachment A.



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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: CDM Smith Inc.

Project Number & Name: W-12-024-101

Professional Services for Focused Sanitary Sewer Evaluation Study  
and Rehabilitation of Chattanooga Creek 4 Sub-basin for Waste Resources Division

### OWNER'S RESPONSIBILITIES

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

1. The Owner will provide the Engineer copies of all current and necessary permits and approvals from all federal, state and local regulatory agencies. These include air quality, water quality, storm water quality, solid waste, special wastes, and other regulatory permits that may be required.
2. The Owner will provide Engineer access to all of available NPDES reports as required.
3. The Owner will coordinate and facilitate meetings or the exchange of information between any other interested parties that may also prospectively participate in the project as required.
4. The Owner will coordinate for the Engineer the acquisition of future population and employment figures from regional planning institutions as required for the project as required.
5. The Owner will provide the Engineer copies of all available sewer reports related to sewer facility planning as required.
6. The Owner will provide access to the system wide hydraulic model outputs as required.
7. The Owner will provide the Engineer the most up-to-date GIS data available for all sewer system components as required.
8. The Owner will provide the Engineer access to all its pump station and CSOTF sites as required.
9. The Owner will provide Engineer access to all available plans and specifications for the facilities as required.
10. The Owner will provide the Engineer with documentation of existing O&M procedures related to the operation of the treatment works that may be relative to the project as required.
11. The Owner will provide the Engineer with documentation of existing standards and procedures related to the sewer system development and expansion as required.
12. The Owner will provide the Engineer with documentation of existing standards and procedures related to the treatment works as required.
13. The Owner will arrange for facilities for the Engineer and attend public information meetings as required. The Owner will prepare and mail invitations for public information meetings as



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required. The Owner and the Engineer will conduct monthly project progress meetings as required.

14. The Owner will designate a project representative to be the liaison between the Engineer and the Owner on the project.
15. Owner will make a reasonable effort to evaluate if hazardous materials are on or near the project site, and will inform Engineer of findings relative to the possible presence of such materials.



## ATTACHMENT D

Owner: Owner of Chattanooga, Tennessee

Engineer: CDM Smith Inc.

Project Number & Name: W-12-024-101

Professional Services for Focused Sanitary Sewer Evaluation Study  
and Rehabilitation of Chattanooga Creek 4 Sub-basin for Waste Resources Division

## SUPPLEMENTAL AGREEMENTS

### A. Engineers Responsibilities:

1. During Contract negotiation, the Engineer shall describe in detail its overall approach that will be used by its Engineer's Project Team to perform the scope of work described herein for the development of the project for the Owner.
2. The Engineer shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with development of the project.
3. The Engineer shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to development of the project as required. Furnish copies of all required permits and approvals to the Owner.
4. The Engineer shall provide and submit reports and certifications as required by all applicable EPA and/or State regulations of development of the project as required. Furnish a copy of all required reports to the Owner in a timely manner.
5. The Engineer shall coordinate its work with the operating schedule of the Owner as required.
6. The Engineer shall conduct the work for the development of the project in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
7. The Engineer shall provide adequate supervision and technical and managerial oversight of the Engineer's employees, subcontractors, and agents
8. The Engineer shall support and utilize the Owner's Standard Operating Procedures developed for the Consent Decree (CD) Program. Specifically, the design of each project shall comply with CADD standards, standardized specifications, or approved design guidelines, cost estimating guidelines, and materials and functional layout and operation of equipment and systems as required.
9. The Engineer shall administer the project to comply with the scheduling goals established by the Program Manager (PM) to ensure that the CD milestones are being met. The Engineer shall timely report project information as prescribed by the PM.
10. The Engineer shall prepare an initial and minimum monthly update to its project schedule; updates can be more frequent or as significant activities change.



11. The Engineer shall prepare, implement and execute a project quality management plan which complies with quality program guidelines and requirements and goals to be established by the PM, and the Engineer's own internal quality procedures/program requirements. The Engineer shall be fully responsible for the quality of their work products and associated quality assurance and quality control activities.
12. The Engineer shall prepare, implement and execute a written project safety management plan which following the Engineer's own internal safety procedures/program requirements and which will also reflect the goals of the safety program to be established by the PM for the CD program project.
13. The Engineer shall provide all documents in a timely manner and format prescribed by the PM to support a document management/imaging repository. All documents shall be maintained in this manner for general and financial record keeping, contract compliance, claims and litigation, warranty issues, and related purposes.
14. The Engineer may assist the PM in reviewing the preliminary project budget and provide recommendations relative to project updates for design, construction contract administration and inspection, contracting costs, and industry appropriate level of contingency as required. The Engineer shall assist the PM in coordinating the program budget with the plan schedule in order to ensure compliance with the CD needs and constraints regarding the overall budget as required. Engineer shall maintain and input pertinent information to account for all costs of the project in a form and manner prescribed by the PM as required.
15. The Engineer shall assist the PM with the preparation of project progress reports as required. Reports shall include, but not be limited to, all reports required to satisfy requirements of the CD.
16. The Engineer may be asked to provide technical support to the CD Public Relations Plan.
17. The Engineer shall utilize the Owner's standardized Division 00 and 01 specifications as in developing project specific specifications- In addition the PM will provide to the Engineer certain technical specifications, details and minimum design guidelines intended to provide consistency across the design deliverables from various Engineers on similar types of work as required.
18. The Engineer shall submit all Requests for Information (RFIs) and change order for their professional services agreement to the PM first for approval.
19. The Engineer shall submit all pay requests/invoices to PM first for approval.
20. Engineer shall identify any and all permits during the first month of project activity from Notice to Proceed (NTP). Likely easements and permanent real estate acquisitions shall be identified with special purpose survey exhibits depicting areas needed based on a schedule to be developed by the Engineer within the first month of project activity from NTP.
21. The PM may conduct monthly progress meetings, value engineering (VE) reviews and constructability review as required and include Owner and PM staff as needed.



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B. 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.

No supplemental terms



**ATTACHMENT E**

Owner: Owner of Chattanooga, Tennessee

Engineer: CDM Smith Inc.  
Project Number & Name: W-12-024-101  
Professional Services for Focused Sanitary Sewer Evaluation Study and Rehabilitation of Chattanooga Creek 4 Sub-basin for Waste Resources Division

**PROJECT SCHEDULE**

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner may suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer will develop for this Agreement a preliminary schedule based on the schedule requirements specified in the Specific Scope of Work for this project and either provide it below or as Attachment E1.

A detailed schedule (project schedule) will be required as one of the Project Management deliverables as specified in the Specific Scope of Work for this project once the Agreement is executed. The Engineer will produce the project schedule using industry accepted scheduling software approved by the Owner.

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.

Task	Scheduled Completion
1 – Data Gathering and Project Management	Kickoff Meeting, Project Management Plan, and Data Gathering within 45 days of notice-to-proceed (NTP)  Project Management throughout the life of the project
2 – SSES	Report and data delivery within 145 days of NTP
3 – Preliminary Engineering Report / SRF Facility Plan	Rehabilitation Workshop within 30 days of receipt of prioritization recommendations  Draft SRF Facility Plan submittal to City / PM within 15 days after the Rehabilitation Workshop  Draft PER submittal to City / PM within 15 days after the Rehabilitation Workshop  Finalized SRF Facility Plan and PER within 10 days of receipt of City / PM comments
4 – Finalize Design Drawings and Specifications	90% design submittal and final design review meeting within 60 days after finalization of the PER  Final Design Documents within 15 days after the final design review meeting  Draft Bid Documents and Bid Schedule submitted with the Final Design Documents  Bid Documents submittal to SRF with 5 days of receipt of



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	City / PM comments
5 – Bid Phase Services	Within 90 days of obtaining a site certificate from the SRF Loan Program
6 – Construction Phase Services	Pre-construction kickoff meeting within 45 days of NTP for the construction contract Final completion within 180 days of NTP for the construction contract

Assuming 1) prioritization recommendations will be provided by the City / PM within 55 days of receipt of the final set of SSES data for the sub-basin, 2) City / PM provided guidelines (CAD templates, standardized specifications, etc.) are ready when needed, and 3) City / PM reviews for submittals will take two weeks or less, the planning and design portion of the project will be completed within 360 after NTP.



**ATTACHMENT F**

Owner: Owner of Chattanooga, Tennessee

Engineer: CDM Smith Inc.

Project Number & Name: W-12-024-101

Professional Services for Focused Sanitary Sewer Evaluation Study  
 and Rehabilitation of Chattanooga Creek 4 Sub-basin for Waste Resources Division

**RATE SCHEDULE**

<i>Labor Category</i>	<i>Rate</i>
Vice President or Technical Advisor (Grade 9, 10)	\$200
Associate	\$185
Principal	\$165
Senior Professional	
Grade 8	\$175
Grade 7	\$160
Grade 6	\$150
Grade 5	\$140
Grade 4	\$130
Junior Professional	
Grade 3	\$115
Grade 2	\$100
Resident Project Representative	\$85
Technician	\$75
CAD	\$90
Clerical	\$75
Contract Administrator	\$80



ATTACHMENT G

STANDARD INVOICE

Indicates MANDATORY Item

CONSULTANT LETTERHEAD

\*\*\*\*\*  
INVOICE  
\*\*\*\*\*

ATTN: City Project Manager  
REF:   
CODE: Consultant Project Number  
PO:

Provided by City

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

Must be Sequential Number

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	Percent		Amount Billed	Previous Billed	This Invoice Billed
			Basis	Work to Date			
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	
	<b>TOTAL THIS INVOICE</b>						<b>\$10,797.95</b>

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.