

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH ARCADIS U.S., INC. FOR PROFESSIONAL SERVICES, RELATIVE TO CONTRACT NO. S-12-009-102, CARTER STREET CULVERT REHABILITATION, FOR AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to enter into an agreement with Arcadis U.S., Inc. for professional services, relative to Contract No. S-12-009-102, Carter Street Culvert Rehabilitation, for an amount not to exceed \$40,000.00.

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

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: September 19, 2013

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

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

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A Council Action is requested for the Administrator of the Department of Public Works to enter into an agreement with ARCADIS U.S., Inc., for Professional Services, relative to Contract No. S-12-009-102, Carter Street Culvert Rehabilitation, in an amount not to exceed \$40,000.00.

Name of Vendor/Contractor/Grant, etc.	<u>ARCADIS U.S., Inc.</u>	New Contract/Project? (Yes or No)	<u>No</u>
Total project cost	\$ <u>40,000.00</u>	Funds Budgeted? (YES or NO)	<u>No</u>
Total City of Chattanooga Portion	\$ <u>40,000.00</u>	Provide Fund	<u>6031</u>
City Amount Funded	\$ <u>40,000.00</u>	Provide Cost Center	_____
New City Funding Required	\$ _____	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	_____	Grant Period (if applicable)	_____
<b>List all other funding sources and amount for each contributor.</b>			
<u>Amount(s)</u>	_____	<u>Grantor(s)</u>	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Agency Grant Number	_____		
CFDA Number if known	_____		
<b>Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)</b>			
<u>Funding WQ Budget FY14</u>			
Reviewed by: FINANCE OFFICE	Approved by: <u>[Signature]</u>		
Please submit completed form to @budget, City Attorney and City Finance Officer		DESIGNATED OFFICIAL/ADMINISTRATOR	

Revised: 1/26/09



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

SOP 2003-8  
 Date of Issue 10-16-03  
 Rev. 12-14-10

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

ARCADIS U. S., Inc,

hereinafter called Engineer.

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

Contract Number: S-12-009-102 - Professional Services for Carter Street Culvert Rehabilitation for Engineering Division, City of Chattanooga, TN,

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.



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**STANDARD AGREEMENT FOR ENGINEERING SERVICES**

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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.



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

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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: James (Jimmy) Hyma, P.E.,  
1210 Premier Drive, Suite 200, Chattanooga, TN 37421  
(423) 756-7193 Office, (423) 756-7197 Fax, jimmy.hyma@arcadis-us.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**

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.





**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:

- A. Preparation of any easement documents (if required) for acquisition by the Owner.
- B. Assist Owner in obtaining permits, which may include: wetlands, storm water pollution prevention (SWPP), TVA 26A permit for riverbank modifications, etc.

**3. REIMBURSABLE EXPENSES:**

Project specific reimbursable expenses and charges shall include the following:

N/A



**ATTACHMENT C**

Owner: City of Chattanooga, Tennessee

Engineer: ARCADIS U. S., Inc.  
Project Number & Name: S-12-009-102  
Professional Services for Carter Street Culvert Rehabilitation

**OWNER'S RESPONSIBILITIES**

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

1. Make available to the Engineer the current City of Chattanooga Design and Construction Standards, all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. 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.
4. Issue Notice(s) to Proceed to the Engineer for each phase of the design services.
5. Owner will grant or obtain free access to the project site for all equipment and personnel necessary for the Engineer to perform the work set forth in this Agreement. Owner will notify any and all possessors of the project site that Engineer has been granted free access to the site. Engineer will take reasonable precautions to minimize damage to the site.
6. Owner will acquire all lands, rights-of-way, and easements necessary for the construction of the project.
7. 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 E

Owner: City of Chattanooga, Tennessee

Engineer: ARCADIS U. S., Inc.

Project Number & Name: S-12-009-102

Professional Services for Carter Street Culvert Rehabilitation

## 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 (evaluation of alternates) 30 calendar days after Notice to Proceed by Owner.
2. Field Check - Engineer will submit field check drawings within N/A calendar days after Notice to Proceed by Owner.
3. Right-of-Way Drawings - Engineer will submit right-of-way drawings within N/A 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 (90% submittal) 90 calendar days after the Notice to Resume Work is given by Owner following Field Check.
5. Bid Documents - Engineer will submit bid documents within N/A 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 – N/A 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 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	Percent Work to Date	Amount Billed	Previous Billed	This 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	
<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