

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE QUALIFICATIONS FOR GEOENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTING SERVICES FROM THOMPSON ENGINEERING; TERRACON CONSULTANTS; AND S&ME AND TO ENTER INTO THREE (3), ONE (1) YEAR BLANKET CONTRACTS WITH THESE PROFESSIONAL FIRMS SUBJECT TO ONE (1) YEAR RENEWAL OPTIONS FOR PROFESSIONAL CONSULTING SERVICES ESTIMATED AT FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000.00) TOTAL ANNUALLY FOR ALL THREE (3) PROFESSIONAL FIRMS FOR USE BY ALL DEPARTMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it hereby accepts the qualifications for geoenvironmental and construction materials consulting services from Thompson Engineering; Terracon Consultants; and S&ME and to enter into three (3), one (1) year blanket contracts with these professional firms subject to one (1) year renewal options for professional consulting services estimated at \$475,000.00 total annually for all three (3) professional firms for use by all departments.

ADOPTED: _____, 2013.

/mms

City of Chattanooga



Resolution Request Form

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

Date: November 1, 2013

Preparer: William C. Payne

Department: Public Works - Engineering

Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council):

A resolution to accept the qualifications for geoenvironmental and construction materials consulting services from Thompson Engineering; Terracon Consultants; and S&ME and to enter into three (3), one (1) year blanket contracts with these professional firms subject to one (1) year renewal options for professional consulting services estimated at \$475,000.00 total annually for all three (3) professional firms for use by all departments. (Public Works)

Name of Vendor/Contractor/Grant, etc.	<u>Varies</u>	New Contract/Project? (Yes or No)	<u>No</u>
Total project cost \$	<u>475,000.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>475,000.00</u>	Provide Fund	<u>varies</u>
City Amount Funded \$	<u>475,000.00</u>	Provide Cost Center	<u>varies</u>
New City Funding Required \$	<u>N/A</u>	Proposed Funding Source if not budgeted	<u>N/A</u>
City's Match Percentage %	<u>N/A</u>	Grant Period (if applicable)	<u>N/A</u>

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)

Funding will come from various Departmental Budgets per project.

Approved by:  _____
DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE
Please submit completed form to @budget, City Attorney and City Finance Officer

Patton Angela

From: Shepherd Deborah
Sent: Monday, October 14, 2013 3:21 PM
To: Payne Bill
Cc: Patton Angela
Subject: Council Resolution - Thompson Engineering

Please prepare a resolution request to City Council authorizing the Administrator of Public Works to enter into an agreement with Thompson Engineering for Professional Services relative to Contract E-10-010-303 for Geoenvironmental and Construction Materials Consulting Requirements Contracts, in the amount of \$300,000.00 per year.

Funding Source: 4016.K.K12141.761108

Thanks.

RESOLUTION NO: 26607

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH THOMPSON ENGINEERING, INC. FOR PROFESSIONAL SERVICES RELATIVE TO CONTRACT NO. E-10-010-302, FOR GEOENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTING REQUIREMENT CONTRACTS, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

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 an agreement with Thompson Engineering, Inc. for professional services relative to Contract No. E-10-010-302, for Geoenvironmental and Construction Materials Consulting Requirement Contracts, in the amount of \$25,000.00.

ADOPTED: March 1, 2011.

/mms



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

Thompson Engineering, Inc.,

hereinafter called Engineer.

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

Geoenvironmental and Construction Materials Consulting Requirements Contract
Contract E-10-010, ~~302~~

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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SOP 2003-8
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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 alleged or 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



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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.



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- 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



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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: Thompson Engineering, Inc.
Mack B. McCarley, P.E.
232 E. 11th Street, Suite 100
Chattanooga, TN 37402
P 423.756.7970 F 423.756.7950
Email: mmccarley@thompsonengineering.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



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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



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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.

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.

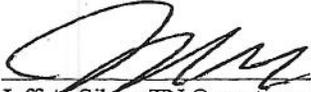
32. **DRUG FREE WORKFORCE**

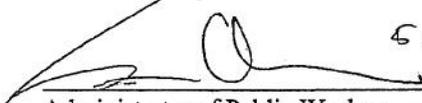
Engineer certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

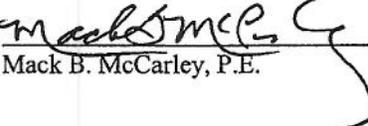
33. **FEDERAL OR STATE FUNDING**

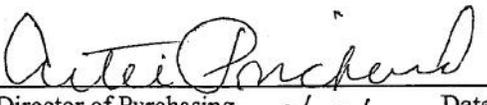
In the event that the Project is funded in whole or in part by Federal or State grants, Engineer agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

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

 1-19-11 Date
Jeff A. Sikes, TN Operations Manager

 5 Nov. 11 Date
Administrator of Public Works

 1-19-11 Date
Mack B. McCarley, P.E.

 4/13/2011 Date
Director of Purchasing

Reviewed by City Attorney Office KCP 04/07/11
Initial Date



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Engineer: Mack B. McCarley, P.E. (Thompson Engineering, Inc.)

Project Number & Name: E-10-010

Geoenvironmental and Construction Materials Consulting

Requirements Contract

SCOPE OF SERVICES

1. BASIC SERVICES

The project is specifically defined as: A Task-Order Contract for Geoenvironmental and Construction Materials Engineering.

The Engineer agrees to provide the following services: (See Attached) "Geoenvironmental and Construction Materials Consultant Services List"

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: Related Consulting Services not specifically listed but necessary to complete assigned tasks.

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:
Reimbursable expenses and charges shall be defined per each assigned task.



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ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Engineer: Mack B. McCarley, P.E. (Thompson Engineering, Inc.)
Project Number & Name: E-10-010
Requirements Contract: Geoenvironmental and Construction Materials Consulting

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, Amount agreed to for each task. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
for each assigned tasks. Compensation will be in accordance with the unit rates in attachment F.
Subtotal \$[N/A]
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.
Compensation will be in accordance with the unit rates in attachment F.
Subtotal \$[N/A]
Grand Total \$[N/A]
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 (N/A) 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 12%. 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.
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.



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ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Engineer: Mack B. McCarley, P.E. (Thompson Engineering, Inc.)
Project Number & Name: E-10-010
Requirements Contract: Geoenvironmental and Construction Materials Consulting

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.



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ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Engineer: Mack B. McCarley, P.E. (Thompson Engineering, Inc.)

Project Number & Name: E-10-010

Geoenvironmental and Construction Materials Consulting

Requirements Contract

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.

Thompson Engineering's response to City Requisition No. 35348.



CITY OF CHATTANOOGA
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ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Engineer: Mack B. McCarley, P.E. (Thompson Engineering, Inc.)
Project Number & Name: E-10-010
Requirements Contract: Geoenvironmental and Construction Materials Consulting

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 [N/A] 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 [N/A] 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.



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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

ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: Mack B. McCarley, P.E. (Thompson Engineering, Inc.)

Project Number & Name: E-10-010

Geoenvironmental and Construction Materials Consulting

Requirements Contract

RATE SCHEDULE

Attached Geoenvironmental and Construction Materials Consulting Services List.

DESCRIPTION	UNIT RATE	
Rock Drilling – Air Rotary		
Setup (per boring)	220.00	/ea
0 – 50 feet Depth Range	16.50	/ft
50 – 100 feet Depth Range	22.00	/ft
Temporary Casing Installation, 6-inch		
0 – 50 feet Depth Range	11.00	/ft.
50 – 100 feet Depth Range	16.50	/ft.
Permanent Casing Installation, 6-inch		
0 – 50 feet Depth Range	24.75	/ft.
50 – 100 feet Depth Range	27.50	/ft.
Direct Push Rig		
Daily	1,430.00	/day
Macro Core Sleeves	4.95	/ea
Prepack Well	22.00	/ft.
Expendable Tips	16.50	/ea
Tubing	1.10	/ft.
Monitor Well Installation – 2” dia. PVC (excluded drilling)		
0 – 50 feet Depth Range	22.00	/ft.
50 – 100 feet Depth Range	24.75	/ft.
Monitor Well Surface Improvements		
3’x3’ Well Pad	330.00	/ea
4”x4”x5’ Steel Locking Shroud	82.50	/ea
6”x6”x5’ Steel Locking Shroud	110.00	/ea
8” Flush Shroud	82.50	/ea
4” dia. Protective posts	55.00	/ea
Well Abandonment – 2” PVC		
Plug in place	6.60	/ft.
Pad/Shroud Removal	110.00	/ea
Minimum Drilling Charge	1,100.00	/project
Boring Grouting		
4 Inch Diameter Boring	8.80	/ft.
6 Inch Diameter Boring	11.00	/ft.

DESCRIPTION	UNIT RATE	
Falling Weight Deflectometer Testing		
Mobilization (to Chattanooga)		
FWD Testing	to be subcontracted	
0.1 mile each direction, staggered (network level)		
100-feet each direction, staggered (project level)		

EQUIPMENT USE CHARGE		
Equipment Usage Charge		
Electrical Resistivity	300.00	/day
Ground Penetrating Radar	604.00	/day
Surface Seismic Array	180.00	/day
Down Hole Seismic	180.00	/day
Nuclear Density Gauge	121.00	/day
Concrete Testing Equipment	40.00	/day
Dynamic Cone Penetrometer	21.00	/day
Core Machine	110.00	/day
Core Bit Wear	0.55	\$/in/in
High Pressure Washer	60.50	/day
Steam Cleaner	110.00	/day
Grouting Unit	220.00	/day
Water Trailer	220.00	/day
Air Compressor	220.00	/day
Generator	55.00	/day
Jackhammer – Electric	82.50	/day
Jackhammer – Air	55.00	/day
Pickup Truck – ½ ton	110.00	/day
Pickup Truck – ¾ ton	165.00	/day
Photoionization Detector	110.00	/day
Pumps		
Centrifugal Pump	77.00	/day
Peristaltic Pump	77.00	/day
Purge Pump	77.00	/day
Meters		
pH Meter	10.00	/day

DESCRIPTION		UNIT RATE	
	Specific Conductance Meter	10.00	/day
	DO Meter	33.00	/day
	ORP Meter	38.50	/day
	Explosive Gas Meter	74.00	/day
	Pressure Transducer	38.50	/day
	Data Logger	82.50	/day
	Oil/Water Interface Probe	71.00	/day
	Electric Water Level Indicator	10.50	/day
Supplies			
	Bailers	11.00	/ea
	Petroleum Absorbent Booms	55.00	/ea
	Drums, 55-gal	60.50	/ea
	Plastic	0.05	/ft ²
	Other:		
GEOTECHNICAL / MATERIALS LABORATORY TESTING			
Shear Strength Tests			
	Unconfined Compression Test	94.00	/ea
	Triaxial Compression Tests		
	UU	312.00	/ea
	UU – saturated	417.00	/ea
	CU w/ Pore Pressure Measurement	1,050.00	/ea
	CD (Assuming Sand)	660.00	/ea
Classification Tests			
	Atterberg Limits	58.00	/ea
	Particle Size Analysis (2" - #200)	58.00	/ea
	Particle Size Analysis (1/4" - #200)	58.00	/ea
	Particle Size Analysis (Hydrometer)	115.50	/ea
	#200 Wash	35.00	/ea
Consolidation Tests			
	Consolidation	344.50	/ea
	Consolidation with Hysteresis	413.50	/ea
Permeability Tests			

DESCRIPTION	UNIT RATE	
Constant Head	115.50	/ea
Controlled Gradient (Flexwall Test)	304.50	/ea
Earthwork Tests		
Compaction Tests (Proctor): Soil, Standard	86.00	/ea
Compaction Tests (Proctor): Soil, Modified	97.50	/ea
Compaction Tests (Proctor): Stone, Standard	134.50	/ea
Compaction Tests (Proctor): Stone, Modified	145.00	/ea
Proctor Check Point	30.00	/ea
CBR, Soaked – Three points with Plot	399.00	/ea
Miscellaneous Tests		
Separate Moisture Content	11.50	/ea
Separate Unit Weight Determination	35.00	/ea
Specific Gravity	69.00	/ea
pH Determination	45.00	/ea
Resistivity	73.50	/ea
Remolded Sample Preparation	30.00	/ea
Saw Shelby Tube	10.00	/ea
Organic Content	35.00	/ea
Concrete Testing (Portland Cement and Roller-Compacted Concrete)		
Compressive strength (per test specimen made)	14.00	/ea
Split Tensile Strength (per test specimen made)	35.00	/ea
Elastic Modulus & Poisson's Ratio (per test specimen)		/ea
Floor Flatness and Levelness Testing	0.15	/sf
Vapor Emission Testing	110.00	/test
Compressive Strength of Concrete Cores	33.00	/core
Split Tensile Strength of Concrete Cores	35.00	/core
Elastic Modulus & Poisson's Ration of Concrete Cores		/core
Concrete Mix Design Verification	245.00	/mix
Test Beam Flexural Strength (third point loading)	30.00	/beam
Asphalt Testing		
Asphalt Extraction and Gradation	275.00	/ea
Marshall Density, Stability, & Flow	370.00	/ea

DESCRIPTION	UNIT RATE	
Theoretical Density and Specific Gravity	150.00	/ea
Asphalt Core Density	32.50	/ea
Asphalt Core Thickness	6.00	/ea
Asphalt Patch (bag)	12.00	/ea
Masonry		
Grout Compression Test	53.00	/set
Mortar Cubes	13.50	/cube
Compressive Strength / Absorption of Block	60.00	/block
Masonry Composite Compression Test	125.00	/test

PROFESSIONAL AND TECHNICAL SUPPORT SERVICES		
Principal/Chief Engineer	220.00	/hr
Senior Registered Professional	140.55	/hr
Project Registered Professional	115.55	/hr
Staff Professional	95.00	/hr
Field Professional	85.00	/hr
Project Manager	120.00	/hr
Health and Safety Specialist	110.00	/hr
Senior Environmental Specialist	115.00	/hr
Project Environmental Specialist	100.00	/hr
Staff Environmental Specialist	90.00	/hr
Senior Industrial Hygienist	130.00	/hr
Industrial Hygienist (Would use a Subconsultant)	-----	/hr
Senior Ecologist	115.00	/hr
Staff Ecologist	75.00	/hr
Senior Archaeologist (Would use a Subconsultant)	-----	/hr
Staff Archaeologist (Would use a Subconsultant)	-----	/hr
Technical Administrator	65.00	/hr
CAD Technician I	60.00	/hr
CAD Technician II	70.00	/hr
Steel Inspector, CWI	50.00	/hr
Steel Inspector NDE, ASNT Level II	55.00	/hr
Steel Inspector NDE, ASNT Level III	65.00	/hr
Roofing Observer (Staff Consultant I)	80.00	/hr
Registered Roofing Consultant	155.00	/hr

DESCRIPTION	UNIT RATE	
Principal Roofing Consultant	140.00	/hr
Project Roofing Consultant	105.00	/hr
Senior Special Inspector	110.00	/hr
Special Inspector	80.00	/hr
Senior Engineering Technician	65.00	/hr
Engineering Technician	50.00	/hr
Senior Environmental Technician	65.00	/hr
Environmental Technician	50.00	/hr
Overtime Multiplier (over 8 hrs/day) Times Billable Rate	1.3	/hr
Overtime Multiplier (weekends) Times Billable Rate	1.3	/hr
Overtime Multiplier (holidays) Times Billable Rate	1.5	/hr
*Overtime rates apply to non-exempt employees.		
EXPENSES		
Trip Charge		
Up to 10 miles plus time	15.00	/trip
10+miles plus time	25.00	/trip
Mileage	0.67	/mi
Per Diem	125.00	/day
Report Production	0.08	/pg
Subcontract Services	12	% + Cost
Analytical Laboratory Testing	12	% + Cost
Fuel Surcharge	N/A	/mi
Misc. Reimbursable	12	% + Cost
Other:		

Patton Angela

From: Shepherd Deborah
Sent: Thursday, October 17, 2013 3:59 PM
To: Payne Bill
Cc: Patton Angela
Subject: Council Resolution - Terracon Consultants

Please prepare a resolution request to City Council authorizing the Administrator of Public Works to enter into an agreement with Terracon Consultants for Professional Services relative to Contract E-10-010-303 for Geoenvironmental and Construction Materials Consulting Requirements Contracts, in the amount of \$300,000.00 per year.

Funding Source: 4016.K.K12141.761108

Thanks.

Deborah Shepherd

City of Chattanooga
Public Works Administration
1250 Market Street, Suite 2100
Chattanooga, Tennessee 37402
Phone: 423 643-6015
Fax: 423 643-6008

RESOLUTION NO. 26606

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR PROFESSIONAL SERVICES RELATIVE TO CONTRACT NO. E-10-010-301, FOR GEOENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTING REQUIREMENT CONTRACTS, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

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 an agreement with Terracon Consultants, Inc. for professional services relative to Contract No. E-10-010-301, for Geoenvironmental and Construction Materials Consulting Requirement Contracts, in the amount of \$25,000.00.

ADOPTED: March 1, 2011.

/mms



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

Terracon Consultants, Inc.,

hereinafter called Engineer.

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

E-10-010: Geoenvironmental and Construction Materials Consulting Requirement Contracts ,

A - 301

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.



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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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 alleged or 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



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STANDARD AGREEMENT FOR ENGINEERING SERVICES

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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.



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- 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



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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: Derek L. Hodnett, Terracon Consultants, Inc.
PO Box 5010 Chattanooga, TN 37406
51 Lost Mound Drive, Suite 135 Chattanooga, TN 37406
Office: 423-499-6111, Fax: 423-499-8099
dlhodnett@terracon.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



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STANDARD AGREEMENT FOR ENGINEERING SERVICES

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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



ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Engineer: Terracon Consultants, Inc.
Project Number & Name: E-10-010: Geoenvironmental and Construction Materials Consulting
Requirement Contracts

SCOPE OF SERVICES

1. BASIC SERVICES

The project is specifically defined as:

E-10-010: Geoenvironmental and Construction Materials Consulting Requirement Contracts

The Engineer agrees to provide the following services:

Services requested by the City of Chattanooga and authorized by separate task order to include the following services: Subsurface Exploration, Drilling, Geophysical Services, Environmental Services, Construction Materials Testing, Forensic Evaluation, Concrete Coring, Ground Penetrating Radar and other services list in Attachment F-1.

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:
N/A

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:
N/A



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Engineer: Terracon Consultants, Inc.
Project Number & Name: E-10-010: Geoenvironmental and Construction Materials Consulting
Requirement Contracts

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, unit rate basis or as agreed at the time of task order authorization. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

N/A

Subtotal \$N/A

- 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.

N/A

Subtotal \$N/A

Grand Total \$N/A

- 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 15%. 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.
- The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
- 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.
- Invoices shall be submitted using the Standard Invoice form, Attachment G.



ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Engineer: Terracon Consultatns, Inc.

Project Number & Name: E-10-010: Geoenvironmental and Construction Materials Consulting
Requirement Contracts

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.



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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

ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Engineer: Terracon Consultants, Inc.

Project Number & Name: E-10-010: Geoenvironmental and Construction Materials Consulting Requirement Contracts

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.

N/A



ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Engineer: Terracon Consultants, Inc.

Project Number & Name: E-10-010: Geoenvironmental and Construction Materials Consulting
Requirement Contracts

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 N/A 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 N/A 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.



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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

ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: Terracon Consultants, Inc.
Project Number & Name: E-10-010: Geoenvironmental and Construction Materials Consulting
Requirement Contracts

RATE SCHEDULE

See Attachment F-1



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

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

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
		Basis	to Date		Billed	Billed	Invoice Billed
C03009-01	01 - Design	\$51,500.00	LS	55%	\$26,325.00	\$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.



Attachment F-1

DESCRIPTION			UNIT RATE
FIELD EXPLORATION			
Drilling and Exploration			
Mobilization - truck			
	Local Mobilization	\$350.00	/ea
	With Drilling Equipment	\$2.00	/mi
Mobilization - ATV			
	Local Mobilization	\$500.00	/ea
	With Drilling Equipment	\$3.00	/mi
Clearing and Access			
	Mobilization	\$400.00	/ea
	Dozer	\$110.00	/hr
	Backhoe	\$90.00	/hr
	Per Diem		/day
Soil Boring Advancement with SPT			
	0 - 25 feet Depth Range	\$9.50	/ft
	25 - 50 feet Depth Range	\$9.50	/ft
	50+ feet Depth Range	\$12.00	/ft
	Extra Split Spoon Sample	\$15.00	/ea
	Auger Boring	\$8.00	/ft
	Undisturbed Sampling, Shelby Tube	\$60.00	/ea
	Piston / Pitcher Sampling	\$150.00	/ea
	Bulk Samples	\$25.00	/ea
	Specialty Drilling	\$210.00	/hr
	Standby	\$160.00	/hr
Rock Coring (N series)			
	Core Setup (per boring)	\$125.00	/loc
	0 - 25 feet Depth Range	\$32.00	/ft
	25 - 50 feet Depth Range	\$32.00	/ft
	50+ feet Depth Range	\$35.00	/ft
	Core Boxes	N/A	/ea
Rock Coring (H series)			
	Coring Setup (per boring)	\$150.00	/loc
	0 - 25 feet Depth Range	\$35.00	/ft
	25 - 50 feet Depth Range	\$35.00	/ft
	50+ feet Depth Range	\$40.00	/ft
DESCRIPTION			UNIT RATE

Terracon

Attachment F-1

	Core Boxes	\$20.00	/ea
	Temporary Piezometer Installation	\$15.00	/ft
	Rock Drilling – Air Rotary		
	Setup (per boring)	\$240.00	/ea
	0 – 25 feet Depth Range	\$20.00	/ft
	25 – 50 feet Depth Range	\$20.00	/ft
	50+ feet Depth Range	\$24.00	/ft
	Temporary Casing Installation, 6-inch		
	0 – 25 feet Depth Range	\$12.00	/ft
	25 – 50 feet Depth Range	\$12.00	/ft
	50+ feet Depth Range	\$17.00	/ft
	Permanent Casing Installation, 6-inch		
	0 – 25 feet Depth Range	\$24.00	/ft
	25 – 50 feet Depth Range	\$24.00	/ft
	50+ feet Depth Range	\$28.00	/ft
	Direct Push Rig		
	Daily	\$1,600.00	/day
	Macro Core Sleeves	\$6.00	/ea
	Prepack Well	\$24.00	/ft
	Expendable Tips	\$12.00	/ea
	Tubing	\$1.20	/ft
	Monitor Well Installation – 2" dia. PVC (excluded drilling)		
	0 – 50 feet Depth Range	\$22.00	/ft
	50 – 100 feet Depth Range	\$28.00	/ft
	Monitor Well Surface Improvements		
	3'x3' Well Pad	\$360.00	/ea
	4"x4"x5' Steel Locking Shroud	\$60.00	/ea
	6"x6"x5' Steel Locking Shroud	\$120.00	/ea
	8" Flush Shroud	\$60.00	/ea
	4" dia. Protective Posts	\$60.00	/ea
	Well Abandonment – 2" PVC		
	Plug in place	\$10.00	/ft
	Pad/Shroud Removal	\$120.00	/ea
	Minimum Drilling Charge	\$1,200.00	/project
DESCRIPTION			UNIT RATE
Boring Grouting			

Attachment F-1

	4 inch Diameter boring	\$10.00	/ft
	6 inch Diameter Boring	\$12.00	/ft
Falling Weight Deflectometer Testing			
	Mobilization (to Chattanooga)	7,600.00	/ea
FWD Testing (4 load drops (1 x 6-kip sealing / 1 x 6-kip, 9-kip, & 12-kip tests))			
	0.1-mile each direction, staggered for a net 0.05-mile test frequency (Roadway Network Level)	60.00	/mi
	100-ft each direction, staggered for a net 50-ft test frequency (Roadway Project Level)	300.00	/mi
	8-hour day, up to 250 tests per day, and per diem	1,390.00	/day
	Analysis (See Professional & Technical Support Services) – Senior Engineer	110.00	/hr



Attachment F-1

DESCRIPTION			UNIT RATE
EQUIPMENT USE CHARGE			
Equipment Usage Charges			
	Electrical Resistivity	\$500.00	/day
	Ground Penetrating Radar	\$800.00	/day
	Surface Seismic Array	\$600.00	/day
	Down Hole Seismic	\$900.00	/day
	Nuclear Density Gauge	N/C	/day
	Concrete Testing Equipment	N/C	/day
	Dynamic Cone Penetrometer	N/C	/day
	Core Machine	\$65.00	/day
	Core Bit Wear	\$1.25	/day
	High Pressure Washer	\$66.00	/day
	Steam Cleaner	\$120.00	/day
	Grouting Unit	\$240.00	/day
	Water Trailer	\$240.00	/day
	Air Compressor	\$120.00	/day
	Generator	\$55.00	/day
	Jackhammer – Electric	\$85.00	/day
	Jackhammer – Air	\$65.00	/day
	Pickup Truck = ½ Ton	N/C	/day
	Pickup Truck – ¾ Ton	N/C	/day
	Photoionization Detector	\$125.00	/day
	Pumps		
	Centrifugal Pump	\$85.00	/day
	Peristaltic Pump	\$85.00	/day
	Purge Pump	\$85.00	/day
	Meters		
	pH Meter	\$15.00	/day
	Specific Conductance Meter	\$15.00	/day
	DO Meter	\$75.00	/day
	ORP Meter	\$50.00	/day
	Explosive Gas Meter	\$30.00	/day

Attachment F-1

DESCRIPTION			UNIT RATE
	Pressure Transducer	\$20.00	/day
	Data Logger	\$20.00	/day
	Oil/Water Interface Probe	\$25.00	/day
	Electric Water Level Indicator	\$25.00	/day
Supplies			
	Bailers	\$12.00	/ea
	Petroleum Absorbent Booms	\$60.00	/ea
	Drums, 55-gal	\$75.00	/ea
	Plastic	N/C	/ea
	Other:		



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.

DESCRIPTION	UNIT RATE	
FIELD EXPLORATION		
Drilling and Exploration		
Mobilization - truck		
Local Mobilization	345.00	/ea
With Drilling Equipment	1.73	/mi
Mobilization – ATV		
Local Mobilization	400.00	/ea
With Drilling Equipment	2.30	/mi
Clearing and Access		
Mobilization	220.00	/ea
Dozer	104.50	/hr
Backhoe	82.50	/hr
Per Diem	82.50	m/day
Soil Boring Advancement with SPT		
0 – 50 feet Depth Range	11.00	/ft
50+ feet Depth Range	14.25	/ft
Extra Split Spoon Sample	17.50	/ea
Auger Boring	9.50	/ft
Undisturbed Sampling, Shelby tube	58.00	/ea
Piston / Pitcher Sampling	165.00	/ea
Bulk Samples	16.50	/ea
Hourly for Drill Crew		
Specialty Drilling	220.00	/hr
Standby	165.00	/hr
Rock Coring (N series)		
Coring Setup (per boring)	220.00	/loc
0 – 50 feet Depth Range	33.00	/ft
50 – 100 feet Depth Range	38.50	/ft
Core Boxes	11.00	/ea
Rock Coring (H series)		
Coring Setup (per boring)	220.00	/loc
0 – 50 feet Depth Range	38.50	/ft
50 – 100 feet Depth Range	44.00	/ft
Core Boxes	16.50	/ea
Temporary Piezometer Installation	13.75	/ft



Attachment F-1

DESCRIPTION			UNIT RATE
GEOTECHNICAL / MATERIALS LABORATORY TESTING			
Shear Strength Tests			
	Unconfined Compression Test	\$85.00	/ea
	Triaxial Compression Test		
	UU	\$125.00	/ea
	UU – saturated	\$175.00	/ea
	CU w/ Pore Pressure Measurement	\$950.00	/ea
	CD	\$1,050.00	/ea
Classification Tests			
	Atterberg Limits	\$75.00	/ea
	Particle Size Analysis (2" - #200)	\$90.00	/ea
	Particle Size Analysis (1/4" - #200)	\$90.00	/ea
	Particle Size Analysis (Hydrometer)	\$95.00	/ea
	#200 Wash	\$60.00	/ea
Consolidation Tests			
	Consolidation	\$380.00	/ea
	Consolidation with Hysteresis	\$480.00	/ea
Permeability Tests			
	Constant Head	\$200.00	/ea
	Controlled Gradient	\$200.00	/ea
Earthwork Tests			
	Compaction Tests (Proctor): Soil, Standard	\$145.00	/ea
	Compaction Tests (Proctor): Soil, Modified	\$160.00	/ea
	Compaction Tests (Proctor): Stone, Standard	\$145.00	/ea
	Compaction Tests (Proctor): Stone, Modified	\$160.00	/ea
	Proctor Check Point	\$40.00	/ea
	CBR, Soaked – Three Points with Plot	\$615.00	/ea
Miscellaneous Tests			
	Separate Moisture Content	\$10.00	/ea
	Separate Unit Weight Determination	\$20.00	/ea
	Specific Gravity	\$75.00	/ea
	pH Determination	\$40.00	/ea
	Resistivity	\$85.00	/ea
	Remolded Sample Preparation	\$35.00	/ea
	Saw Shelby Tube	\$15.00	/ea
DESCRIPTION			UNIT RATE

Attachment F-1

	Organic Content	\$55.00	/ea
Concrete Testing (Portland Cement & Roller-Compacted Concrete)			
	Test Cylinder Compressive Strength (per test specimen)	\$14.00	/ea
	Test Cylinder Split Tensile Strength (per test specimen)	\$100.00	/ea
	Test Cylinder Elastic Modulus & Poisson's Ration (per test specimen)	\$75.00	/ea
	Floor Flatness and Levelness Testing	\$0.09	/sf
	Vapor Emission Testing	\$50.00	/test
	Concrete Core Compressive Strength	\$30.00	/core
	Concrete Core Split Tensile Strength (per test specimen)	\$65.00	/core
	Concrete Core Elastic Modulus & Poisson's Ration (per test specimen)	\$85.00	/core
	Concrete Mix Design Verification	\$360.00	/mix
	Test Beam Flexural Strength (third point loading)	\$50.00	/beam
Asphalt Testing			
	Asphalt Extraction and Gradation	\$125.00	/ea
	Marshall Density, Stability & Flow	\$150.00	/ea
	Theoretical Density and Specific Gravity	\$160.00	/ea
	Asphalt Core Density	\$32.50	/ea
	Asphalt Core Thickness	\$10.00	/ea
	Asphalt Patch (bag)	\$40.00	/ea
Masonry			
	Grout Compression Test	\$60.00	/set
	Mortar Cubes	\$15.00	/cube
	Compressive Strength/Absorption of Block	\$300.00	/set
	Masonry Composite Compression Test	\$125.00	/test



Attachment F-1

DESCRIPTION		UNIT RATE	
PROFESSIONAL & TECHNICAL SUPPORT SERVICES			
	Principal/Chief Engineer	\$175.00	/hr
	Senior Registered Professional	\$150.00	/hr
	Project Registered Professional	\$125.00	/hr
	Staff Professional	\$95.00	/hr
	Field Professional	\$85.00	/hr
	Project Manager	\$100.00	/hr
	Health and Safety Specialist	\$85.00	/hr
	Senior Environmental Specialist	\$105.00	/hr
	Project Environmental Specialist	\$85.00	/hr
	Staff Environmental Specialist	\$75.00	/hr
	Senior Industrial Hygienist	\$105.00	/hr
	Industrial Hygienist	\$85.00	/hr
	Senior Ecologist	\$105.00	/hr
	Staff Ecologist	\$85.00	/hr
	Senior Archaeologist	\$55.00	/hr
	Staff Archaeologist	\$40.00	/hr
	Technical Administrator	\$50.00	/hr
	CAD Technician I	\$55.00	/hr
	CAD Technician II	\$65.00	/hr
	Steel Inspector, CWI	\$95.00	/hr
	Roofing Observer	\$95.00	/hr
	Senior Special Inspector	\$75.00	/hr
	Special Inspector	\$60.00	/hr
	Senior Engineering Technician	\$55.00	/hr
	Engineering Technician	\$40.00	/hr
	Senior Environmental Technician	\$55.00	/hr
	Environmental Technician	\$40.00	/hr
	Overtime Multiplier (over 40 hrs/week)*	X1.5	/hr
	Overtime Multiplier (Weekends)*	X1.5	/hr
	Overtime Multiplier (Holidays)*	X1.75	/hr
* Overtime rates apply to non-exempt employees			
+ Rates apply to consulting and/or site time, does not include travel time.			

DESCRIPTION			UNIT RATE
EXPENSES			
	Trip Charge		
	Up to 10 miles plus Time	N/A	/each
	10+ miles plus Time	\$20.00	/each
	Report Production	\$0.20	/pg
	Subcontract Services	15	% + Cost
	Analytical Laboratory Testing	15	% + Cost
	Fuel Surcharge	N/C	/mi
	Misc. Reimbursable	15	% + Cost
	Other:		/

Patton Angela

From: Shepherd Deborah
Sent: Monday, October 14, 2013 3:18 PM
To: Payne Bill
Cc: Patton Angela
Subject: Council Resolution - S&ME

Please prepare a resolution request to City Council authorizing the Administrator of Public Works to enter into an agreement with S&ME for Professional Services relative to Contract E-10-010-303 for Geoenvironmental and Construction Materials Consulting Requirements Contracts, in the amount of \$300,000.00 per year.

Funding Source: 4016.K.K12141761108

Thanks.

Fund Cost
Center



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

SOP 2003-7
Date of Issue 10-16-03
Rev. 12-15-09

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

S&ME, Inc.

hereinafter called Engineer.

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

Geotechnical, Construction Materials Testing, and Environmental Services

CONTRACT NO. E-10-010-303

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

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.



CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

SOP 2003-7
Date of Issue 10-16-03
Rev. 12-15-09

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 alleged or 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



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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.



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- 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



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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: Jim McGirl, PE S&ME, Inc.
4291 Highway 58, Suite 101, Chattanooga, TN 37416
(423) 499-0957

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.



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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**

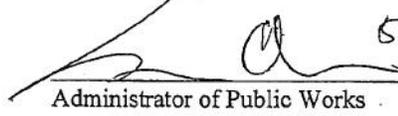
In the event that the Project is funded in whole or in part by Federal or State grants, Engineer agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

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



 Jim McGirl, Branch Manager
 1/24/11

 Date



 Administrator of Public Works
 5/24/11

 Date

 Date


 Director of Purchasing
 4/6/2011

 Date

Reviewed by City Attorney Office 

 Initial
 04/07/11

 Date



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ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Engineer: S&ME, Inc.
Project Number & Name: Geotechnical, Construction Materials Testing, and Environmental Services

SCOPE OF SERVICES

1. BASIC SERVICES

The project is specifically defined as: A Task-Order Contract for Geotechnical, Construction Materials Testing, and Environmental Services

The Engineer agrees to provide the following services: See Appendix D: Geoenvironmental and Construction Materials Consultant Services List.

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: Related consulting services not specifically listed but necessary to complete assigned tasks.

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:
Reimbursable expenses and charges shall be defined per each assigned task.



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ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Engineer: S&ME, Inc.
Project Number & Name: Geotechnical, Construction Materials Testing, and Environmental Services

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, amount agreed to for each task. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer. .
For each assigned task. Compensation will be in accordance with the unit rates in Appendix D.
Subtotal \$N/A

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.
Compensation will be in accordance with the unit rates in Appendix D.
Subtotal \$N/A
Grand Total \$N/A

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 1.35 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 15%. 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.

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.



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ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Engineer: S&ME, Inc.
Project Number & Name: Geotechnical, Construction Materials Testing and Environmental Services

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.



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ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Engineer: S&ME, Inc.

Project Number & Name: Geotechnical, Construction Materials Testing, and Environmental Services

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.

S&ME's response to City Report No. 35348.



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ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Engineer: S&ME, Inc.
Project Number & Name: Geotechnical, Construction Materials Testing and Environmental Services

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 N/A 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 N/A 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.



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ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: S&ME, Inc.

Project Number & Name: Geotechnical, Construction Materials Testing and Environmental Services

RATE SCHEDULE

See Appendix D: Geoenvironmental and Construction Materials Consultant Services List



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

 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	Fee Basis	Percent Work to Date	Amount Billed	Previous Billed	This Invoice Billed
C03009-01	01 - Design	\$51,500.00	LS	55%	\$26,325.00	\$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.

DESCRIPTION	UNIT RATE
FIELD EXPLORATION	
Drilling and Exploration	
Mobilization - truck	
Local Mobilization	\$400 /ea
With Drilling Equipment	No charge in Chattanooga /mi
Mobilization - ATV	
Local Mobilization	\$500 /ea
With Drilling Equipment	No charge in Chattanooga /mi
Clearing and Access	
Mobilization	\$200 /ea
Dozer	\$100 /hr
Backhoe	\$100 /hr
Per Diem	No Charge /day
Soil Boring Advancement with SPT	
0 - 25 feet Depth Range	\$10 /ft
25 - 50 feet Depth Range	\$11 /ft
50+ feet Depth Range	\$12 /ft
Extra Split Spoon Sample	\$20 /ea
Auger Boring	\$8 /ft
Undisturbed Sampling, Shelby tube	\$75 /ea
Piston / Pitcher Sampling	\$150 /ea
Bulk Samples	\$40 /ea
Hourly for Drill Crew	
Specialty Drilling	\$150 /hr
Standby	\$150 /hr
Rock Coring (N series)	
Coring Setup (per boring)	\$150 /loc
0 - 25 feet Depth Range	\$35 /ft
25 - 50 feet Depth Range	\$37.50 /ft
50+ feet Depth Range	\$50 /ft
Core Boxes (Cardboard)	NC /ea
Rock Coring (H series)	
Coring Setup (per boring)	\$150 /loc
0 - 25 feet Depth Range	\$40 /ft
25 - 50 feet Depth Range	\$45 /ft
50+ feet Depth Range	\$45 /ft
Core Boxes (Cardboard)	NC /ea

DESCRIPTION	UNIT RATE
Temporary Piezometer Installation	\$13 /ft
Rock Drilling - Air Rotary	
Setup (per boring)	\$125 /ea
0 - 25 feet Depth Range	\$20 /ft
25 - 50 feet Depth Range	\$22 /ft
50+ feet Depth Range	\$22 /ft
Temporary Casing Installation, 6-inch	
0 - 25 feet Depth Range	\$10 /ft
25 - 50 feet Depth Range	\$10 /ft
50+ feet Depth Range	\$10 /ft
Permanent Casing Installation, 6-inch	
0 - 25 feet Depth Range	\$17.50 /ft
25 - 50 feet Depth Range	\$17.50 /ft
50+ feet Depth Range	\$17.50 /ft
Direct Push Rig	
Daily	\$1,500 /day
Macro Core Sleeves	\$5 /ea
Prepack Well	\$65 /ft
Expendable Tips	\$15 /ea
Tubing	\$0.75 /ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)	
0 - 50 feet Depth Range	\$35 /ft
50 - 100 feet Depth Range	\$35 /ft
Monitor Well Surface Improvements	
3'x3' Well Pad 17.50	\$250 /ea
4'x4'x5' Steel Locking Shroud	\$100 /ea
6'x6'x5' Steel Locking Shroud	\$125 /ea
8' Flush Shroud	\$75 /ea
4" dia. Protective posts	\$75 /ea
Well Abandonment - 2" PVC	
Plug in place	\$10 /ft
Pad/Shroud Removal	\$150 /ea
Minimum Drilling Charge	\$750 /project
Boring Grouting	
4 Inch Diameter Boring	\$7 /ft
6 Inch Diameter Boring	\$10 /ft

DESCRIPTION	UNIT RATE	
Falling Weight Deflectometer Testing		
Mobilization (to Chattanooga)	*	/ea
FWD Testing [4 load drops (1 x 6-kip seating / 1 x 6-kip, 9-kip, & 12-kip tests)]		
0.1-mile each direction, staggered for a net 0.05-mile test frequency (Roadway Network Level)	*	/mi
100-ft each direction, staggered for a net 50-ft test frequency (Roadway Project Level)	*	/mi
8-hour day, up to 250 tests per day, and per diem	*	/day
Analysis (See Professional & Technical Support Services)	*	

*These services, if required, will be subcontracted to Soil and Materials Engineers

DESCRIPTION	UNIT RATE
EQUIPMENT USE CHARGE	
Equipment Usage Charges	
Electrical Resistivity	\$ 200 /day
Ground Penetrating Radar	\$ 200 /day
Surface Seismic Array	\$ 200 /day
Down Hole Seismic	\$ 200 /day
Nuclear Density Gauge	NC /day
Concrete Testing Equipment	NC /day
Dynamic Cone Penetrometer	NC /day
Core Machine	\$ 100 /day
Core Bit Wear	\$ 0.5 \$/in/in
High Pressure Washer	\$ 100 /day
Steam Cleaner	\$ 150 /day
Grouting Unit	\$ 150 /day
Water Trailer	\$ 150 /day
Air Compressor	\$ 100 /day
Generator	\$ 50 /day
Jackhammer - Electric	\$ 100 /day
Jackhammer - Air	\$ 100 /day
Pickup Truck - 1/2 ton	NC /day
Pickup Truck - 3/4 ton	NC /day
Photoionization Detector	\$ 75 /day
Pumps	
Centrifugal Pump	\$ 100 /day
Peristaltic Pump	\$ 50 /day
Purge Pump	\$ 100 /day
Meters	
* pH Meter	\$ 50 /day
* Specific Conductance Meter	\$ 50 /day
* DO Meter	\$ 50 /day
* ORP Meter	\$ 50 /day
Explosive Gas Meter	\$ 75 /day
Pressure Transducer	\$ 100 /day
Data Logger	\$ 100 /day
Oil/Water Interface Probe	\$ 100 /day
Electric Water Level Indicator	\$ 50 /day

* One meter performs each of these functions so there will only be a \$50/day charge regardless of the number of functions required.

DESCRIPTION	UNIT RATE
Supplies	
Ballers	\$15 /ea
Petroleum Absorbent Booms	--- /ea
Drums, 55-gal	\$75 /ea
Plastic	\$125 /ea
Other:	

DESCRIPTION	UNIT RATE
GEOTECHNICAL / MATERIALS LABORATORY TESTING	
Shear Strength Tests	
Unconfined Compression Test	\$120 /ea
Triaxial Compression Tests	
UU	\$350 /ea
UU - saturated	\$500 /ea
CU w/ Pore Pressure Measurement	\$750 /ea
CD	\$800 /ea
Classification Tests	
Atterberg Limits	\$75 /ea
Particle Size Analysis (2" - #200)	\$125 /ea
Particle Size Analysis (1/4" - #200)	\$75 /ea
Particle Size Analysis (Hydrometer)	\$75 /ea
#200 Wash	\$50 /ea
Consolidation Tests	
Consolidation	\$350 /ea
Consolidation with Hysteresis	\$500 /ea
Permeability Tests	
Constant Head	\$300 /ea
Controlled Gradient	\$300 /ea
Earthwork Tests	
Compaction Tests (Proctor): Soil, Standard	\$110 /ea
Compaction Tests (Proctor): Soil, Modified	\$125 /ea
Compaction Tests (Proctor): Stone, Standard	\$125 /ea
Compaction Tests (Proctor): Stone, Modified	\$140 /ea
Proctor Check Point	NC /ea
CBR, Soaked - Three points with Plot	\$425 /ea
Miscellaneous Tests	
Separate Moisture Content	\$8 /ea
Separate Unit Weight Determination	\$100 /ea
Specific Gravity	\$40 /ea
pH Determination	\$40 /ea
Resistivity	\$140 /ea
Remolded Sample Preparation	\$100 /ea
Saw Shelby Tube	\$25 /ea
Organic Content	\$100 /ea

DESCRIPTION	UNIT RATE	
Concrete Testing (Portland Cement & Roller-Compacted Concrete)		
Test Cylinder Compressive Strength (per test specimen)	\$12	/ea
Test Cylinder Split Tensile Strength (per test specimen)	\$45	/ea
Test Cylinder Elastic Modulus & Poisson's Ratio (per test specimen)	\$200	/ea
Floor Flatness and Levelness Testing	\$0.07	/sf
Vapor Emission Testing	\$35	/test
Concrete Core Compressive Strength	\$25	/core
Concrete Core Split Tensile Strength (per test specimen)	\$50	/core
Concrete Core Elastic Modulus & Poisson's Ratio (per test specimen)	\$200	/core
Concrete Mix Design Verification	\$350	/mix
Test Beam Flexural Strength (third point loading)	\$50	/beam
Asphalt Testing		
Asphalt Extraction and Gradation	\$150	/ea
Marshall Density, Stability, & Flow	\$150	/ea
Theoretical Density and Specific Gravity	\$150	/ea
Asphalt Core Density	\$30	/ea
Asphalt Core Thickness	NC	/ea
Asphalt Patch (bag)	\$25	/ea
Masonry		
Grout Compression Test	\$50	/set
Mortar Cubes	\$15	/cube
Compressive Strength/Absorption of Block	\$400	/set
Masonry Composite Compression Test	\$300	/test

DESCRIPTION	UNIT RATE
PROFESSIONAL & TECHNICAL SUPPORT SERVICES*	
Principal/Chief Engineer	\$175 /hr
Senior Registered Professional	\$135 /hr
Project Registered Professional	\$105 /hr
Staff Professional	\$75 /hr
Field Professional	\$75 /hr
Project Manager	\$105 /hr
Health and Safety Specialist	\$80 /hr
Senior Environmental Specialist	\$105 /hr
Project Environmental Specialist	\$80 /hr
Staff Environmental Specialist	\$65 /hr
Senior Industrial Hygienist	\$135 /hr
Industrial Hygienist	\$105 /hr
Senior Ecologist	\$135 /hr
Staff Ecologist	\$65 /hr
Senior Archaeologist	--- /hr
Staff Archaeologist	--- /hr
Technical Administrator	\$35 /hr
CAD Technician I	\$50 /hr
CAD Technician II	\$60 /hr
Steel Inspector, CWI	\$85 /hr
Steel Inspector NDE, ASNT Level II	\$85 /hr
Steel Inspector NDE, ASNT Level III	\$95 /hr
Roofing Observer	\$65 /hr
Senior Special Inspector	\$65 /hr
Special Inspector	\$55 /hr
Senior Engineering Technician	\$45 /hr
Engineering Technician	\$35 /hr
Senior Environmental Technician	\$65 /hr
Environmental Technician	\$55 /hr
Overtime Multiplier (over 40 hrs/week)*	1.35
Overtime Multiplier (Weekends)*	1.35
Overtime Multiplier (Holidays)*	1.5
* Overtime rates apply to non-exempt employees.	
+ Rates apply to consulting and/or site time, does not include travel time.	

DESCRIPTION	UNIT RATE
EXPENSES	
Trip Charge	
Up to 10 miles plus Time	20 /each
10+ miles plus Time	30 /each
Report Production	0.5 /pg
Subcontract Services	15 % + Cost
Analytical Laboratory Testing	15 % + Cost
Fuel Surcharge	NA /ml
Misc. Reimbursable	15 % + Cost
Other:	/
Indoor Air Quality Meter	\$75 /day
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