

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR A UTILITY RELOCATION CONTRACT RELATIVE TO PIN# 107637.03, SR-317 (APISON PIKE) AT OLD LEE HIGHWAY TO SR-321 (OOLTEWAH-RINGGOLD ROAD) FOR SANITARY SEWER RELOCATIONS, CONTRACT NO. W-09-013-801, WHICH REIMBURSES NINETY-NINE PERCENT (99%) OF DESIGN AND INSPECTION FEES INCURRED BY THE CITY, AND AUTHORIZES A CONSTRUCTION DEPOSIT TO TDOT OF EIGHTEEN THOUSAND THREE HUNDRED TWENTY DOLLARS (\$18,320.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to enter into an agreement with the Tennessee Department of Transportation (TDOT) for a Utility Relocation Contract relative to PIN#107637.03, SR-317 (Apison Pike) at Old Lee Highway to SR-321 (Ooltewah-Ringgold Road) for Sanitary Sewer Relocations, Contract No. W-09-013-801, which reimburses 99% of design and inspection fees incurred by the City, and authorizes a construction deposit to TDOT of \$18,320.00.

ADOPTED: _____, 2014

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: 4/28/14

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # _____ Council District # 4 & 6

A Council Action is requested to authorize the Administrator of Public Works to enter into an agreement with Tennessee Department of Transportation, for a Utility Relocation Contract, relative to PIN# 107637.03, SR-317 (Apison Pike) at Old Lee Highway to SR-321 (Ooltwah-Ringgold Road), for Sanitary Sewer Relocations, Contract No. W-09-013-801, which reimburses 99% of design and inspection fees incurred by the City, and authorizes a construction deposit to TDOT of \$18,320.00

| Name of Vendor/Contractor/Grant, etc. | Tennessee Department of Transportation | New Contract/Project? (Yes or No) | Yes |
|---------------------------------------|--|---|--------|
| Total project cost | \$ 18,320.00 | Funds Budgeted? (YES or NO) | Yes |
| Total City of Chattanooga Portion | \$ 18,320.00 | Provide Fund | 6012 |
| City Amount Funded | \$ 18,320.00 | Provide Cost Center | K37107 |
| New City Funding Required | \$ - | Proposed Funding Source if not budgeted | |
| City's Match Percentage | % 1% | Grant Period (if applicable) | |

List all other funding sources and amount for each contributor.

| Amount(s) | Grantor(s) |
|-----------|------------|
| | |
| | |
| | |
| | |

Agency Grant Number _____

CFDA Number if known _____

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

Total Project Cost \$2.03M ISS Capital Budget

Reimbursement Portion 99%

Non-Reimbursement Portion 1%

Approved by: *[Signature]*

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

Revised: 1/26/09



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
600 J.K. Polk Bldg.
NASHVILLE, TN 37243-0337

Bleed
APR 25 2014
OK

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

Contract transmitted Date: **4/17/2014**

GORDON PHILLIPS
CITY OF CHATTANOOGA
1250 MARKET ST SUITE 2100
CHATTANOOGA, TN 374022713

Sewer

PROJECT#/S: **33070-2230-14**

COUNTY/S: **HAMILTON**

FEDERAL#: **STP-317(14)**

PIN #: **107637.03.00**

DESCRIPTION: **SR-317 (APISON PK.) AT OLD LEE HIGHWAY TO SR-321 (OOLTEWAH-RINGOLD RD.)**

Please refer to the above captioned project number on all correspondence concerning utility relocation.

Dear **MR GORDON PHILLIPS,**

Enclosed are two (2) originals of the contract between the State and your utility prepared to cover the adjustment of facilities belonging to your company on the above referenced project.

The Contracts must have all boxes checked and blank lines completed

The Contracts must be signed by **either**

- 1) **an officer of the company (President, Vice-President, or General Manager or**
- 2) **an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.**

This project is currently scheduled for letting. **8/29/2014**

After all copies of the contract have been executed on behalf of the utility, please return TWO (2) ORIGINALS to me for further handling. A signed copy will be sent to you with the authorization to begin work once the contract is executed by TDOT.

Sincerely,

Michael Horlacher
600 J.K. Polk Bldg.
Nashville, TN 37243-0337
Right-of-Way Office
Phone: (615) 741-6802
Fax: (615) 532-1548
Email:

Enclosure

cc: Mark Derrick
Ronnie Porter, TDOT Programming Office
File



UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Chattanooga (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number 107637.03, SR-317 (Apison Pike) at Old Lee Highway to SR-321 (Ooltewah-Ringold Road), located in Hamilton County, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **1** percent of which are located on public highway right-of-way and **99** percent of which are located on private utility right-of-way; and

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of \$2,027,096.77, including the amount of \$140,061.41 for the cost of engineering; including the amount of \$55,035.36 for the cost of inspection provided by the Utility; including the amount of \$0.00 for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of \$18,320.00 for deposit for the utility work in the State contract, and of which **99** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **1** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; and

WHEREAS, the parties want to enter into an agreement to provide for the relocation of the Utility's facilities in conjunction with this highway construction project, and the Utility has requested TDOT to undertake the hereinafter described utility relocation work in its highway construction contract; and

WHEREAS, it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1 (a) TDOT will show the proposed relocation of the Utility's facilities on TDOT's highway construction plans as project cost items and will receive bids for same by its highway contractor as a part of the contract for construction of the above mentioned Project. TDOT will be responsible for having its contractor perform the aforesaid utility relocation work in accordance with TDOT's construction contract, including the project plans, standard specifications, special provisions, and the utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.

(b) The Utility agrees to reimburse TDOT for the Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's Cost items as shown on the project plans incorporated herein by reference. It is further agreed that the Utility will make payment to TDOT in the amount of the estimated cost of the Utility's Cost items prior to advertisement for bids. The Utility may provide these funds by one of the following means:

A. A check made payable to the order of and sent to TDOT; or

B. Documentation of a deposit made only by wire or by immediate credit transfer with the Treasurer of the State.

In the event said deposit exceeds the aggregate amount of the Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's Cost charges exceed the deposit, the Utility agrees to reimburse TDOT for such additional amount.

(c) The Utility agrees that TDOT may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities, and award and enter into contract with the lowest responsible bidder.

(d) The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.

(e) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by TDOT. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in any subcontract for the performance of any part of the Utility's relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for a subcontract to perform the Utility's relocation work for this Project.

(f) It is also understood and agreed that TDOT, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.

- (g)** If the apparent low bidder's bid for the Utility's Cost items exceeds the estimate by more than twenty percent (20%), TDOT shall so notify the Utility, and the Utility may request the withdrawal of the utility relocation work from TDOT's highway construction contract, subject to TDOT's approval. TDOT may in its sole discretion agree to withdraw said Utility's Cost bid items from its highway construction contract, provided that the Utility agrees to perform the utility relocation work with its own forces or by separate contract, subject to TDOT's approval. It is further understood and agreed that, in its sole discretion, TDOT may reject any and all bids submitted for the construction of said project, including items designated Utility's Cost without any liability whatsoever to the Utility.
2. It is further agreed that in letting the contract with respect to the proposed relocation of the Utility's facilities, TDOT is acting solely in accommodation of the Utility and shall have no liability to the Utility for any damages or claims arising out of acts or omissions on the part of TDOT's contractor. In addition, the Utility agrees to hold harmless and indemnify TDOT from all claims arising out of the inclusion of the Utility's items of work in TDOT's highway construction contract. Under this contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment with the State of Tennessee.
3. **(a)** The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility shall provide TDOT and its contractor with the rights to use these utility rights-of-way for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to TDOT except insofar as TDOT may be liable to reimburse the Utility for the replacement of previously owned private utility rights-of-way as may be provided in a separate contract between the parties.
- (b)** The Utility agrees to transfer to TDOT that portion of the previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for highway purposes.
4. The Utility shall have the right and responsibility to inspect and approve, prior to TDOT's release of its highway contractor's bond, all items of utility relocation work, including betterment, to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. TDOT agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans, incorporated herein by reference. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to TDOT.

5. The Utility agrees that:
 - (a) The Utility will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by TDOT.
 - (b) It will develop the utility engineering costs in accordance with the current provisions of 23 CFR 645.117.
6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the Utility's reimbursable costs associated with the relocation of the Utility's facilities, as follows:
 - (a) The Utility shall perform any work in accordance with the estimate of cost and plans as approved by TDOT and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".
 - (b) Any change in the approved estimate of cost or plans shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Utility to resolve, if possible, any objections TDOT may have to such requested changes.
 - (c) TDOT shall reimburse the Utility for such direct and indirect costs as are allowable under the current provisions of 23 CFR 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.
 - (d) The Utility shall develop and record all costs in a manner consistent with the current provisions of 23 CFR 645.117 as of the effective date of this Contract and as approved by TDOT.
 - (e) The Utility shall submit all requests for payment by invoice, in form and substance acceptable to TDOT, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
 - (f) The Utility may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit "A" to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
 - (g) TDOT shall, unless it has good faith and reasonable objections to the Utility's invoice for interim payment, use its best efforts to issue payment based on the Utility's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Utility's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Utility

so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Utility. All other reimbursable cost items set out in the Utility's invoice shall be paid by TDOT.

- (h) Subject to the Utility's right to bill on an interim basis as described above, the Utility shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the Utility relocation work in its entirety. Otherwise, any previous payments to the Utility shall be considered final, and the Utility shall be deemed to have waived any claim for additional payments, except as TDOT and Utility may have agreed otherwise in writing before the end of that year.
- (i) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (j) The Utility's invoice(s) shall include a Buy America certification attesting that all products used in the Utility's relocation work that are manufactured predominantly of steel or iron (that is, all manufactured products consisting of at least 90% steel or iron content by weight when delivered to the job site for installation) comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 16 of this Contract.

7. The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the Utility agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
8. The Utility shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Utility, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the Utility and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
9. In the event that funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by TDOT. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation.

Should such an event occur, the Utility shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR 645A (in accordance with paragraph 6(c) of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Utility shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

10. The Utility agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Utility's relocation work relating to this Contract. The Utility further agrees that it will not hold TDOT responsible for any such claims. Under this Contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment.

In the event that TDOT is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in TDOT's defense. TDOT shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

11. TDOT shall have no liability except as specifically provided in this Contract.
12. This Contract may be modified only by a written amendment executed by the parties hereto.
13. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
14. The Utility hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
15. The Utility shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility agrees that failure of the Utility to comply with this provision may subject the Utility to the repayment of all State funds expended, under this Contract.

16. The Utility agrees to comply with the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Utility agrees that all products used in the Utility's relocation work that are manufactured predominantly of steel or iron – that is, all manufactured products consisting of at least 90% steel or iron content by weight when delivered to the job site for installation – shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Utility's relocation work are manufactured.
17. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.
18. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Utility acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
19. If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
20. TDOT and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: State Utility Coordinator
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:

John H. Reinbold, General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Utility:

CITY OF CHATTANOOGA (SEWER)

Attention: ALICE CANNELLA, DIRECTOR WASTE RESOURCE
455 MOCCASIN BEND ROAD
CHATTANOOGA, TN 37405

Facsimile Number: 423-757-4904

With a copy if requested by Utility to:

Attention: DENNIS MALONE, ASSISTANT CITY ENGINEER
1250 MARKET STREET, SUITE 2100
CHATTANOOGA, TN 37402

Facsimile Number: 423-643-6008

IN WITNESS WHEREOF, the parties have executed this agreement.

UTILITY

City of Chattanooga (Sewer)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

TITLE: _____

John C. Schroer
Commissioner

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

John H. Reinbold
General Counsel

"Exhibit A"



Utility Relocation Estimate
 Summary of Project Cost
 (Attach Utility Detailed Worksheets)

Project No: 33070-2230-14
 County: Hamilton County
 Date: 04/11/14 (Revised)

for consideration of reimbursement on this project.

Contact Name (1): Dennis Malone
 E-mail: malone_d@chattanooga.gov Phone: 423-643-6188
 Contact Name (2): Gordon Phillips
 E-mail: phillips_g@chattanooga.gov Phone: 423-643-6191
 Utility Name: City of Chattanooga - Waste Resources Division
 Address: 1250 Market Street, Suite 2100
 City, State: Chattanooga, TN Zip: 37402

| TDOT Use ONLY | |
|-----------------------|--------------------------|
| RG Approval and Date: | Mohr Derrick 11 APR 2014 |
| Consult Appr. Date: | Submitted 4-10-14 |
| Amount Approved: | \$ - |
| HQ Approval and Date: | 4/17/14 |
| CH86 Y/N | Y |
| LET # | 29114 |
| Contract # | 8147 |
| Easement Contract # | 1/6 |

Percent On Private: 99% Private ROW - # Main Poles/Length facility: 9430
 Percent On Public: 1% Public ROW - # Main Poles/Length facility: 100
 Total Percentage: 100% Total Number of poles/Length of facility: 9530

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N MTD

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE. REMAINDER OF FORM IS NOT REQUIRED)

UTILITY REQUESTS: Chapter 86 Move Prior % Public / Private Utility Relocation
 REIMBURSEMENT: Chapter 86 MOVE IN % Public / Private MOVE IN State Contract
 (Please check ONE) Other Utility Replacement Easement Reimbursement

| | | |
|--|-----------|--------------------------------------|
| 1) Construction Labor (In House) + (Contract) + (Overhead) (From Pg 6.1) | Ref Page: | \$ 767,450.00 |
| 2) Preconstruction Engineering (In House)+(Consultant)+(Overhead)(From Pg 6.1) | Ref Page: | 90,788.29 84,508.20 |
| 3) Construction Engineering (In House) + (Consultant) + (Overhead) (From Pg 6.1) | Ref Page: | 47,985.52 50,722.41 |
| 4) Other Expenses (Transportation, Lodging, Meals, Printing, etc.) (From Pg 6.1) | Ref Page: | 1,287.60 |
| 5) Easement Acquisition Expenses (From Pg 6.1) | Ref Page: | \$ - |
| 6) Inspection (From Pg 6.1) | Ref Page: | \$ - |
| (Includes Betterment) | | |
| Total A | | \$ 968,250.21 1,40,861.41 |

| | | |
|---|-----------|--------------------------------|
| 1) Subtotal Material to Install (From Pg 5.1) | Ref Page: | \$ 1,064,550.00 |
| 2) Note only Material provided to State Contractor (Pg 5.1) | Ref Page: | \$ - |
| 1.1 Subtotal Material Recovered/Salvaged (From Pg 3.1) Ref Page: \$ - | | |
| 1.2 Subtotal Non-Usable (junked) (From Pg 3.1) Ref Page: \$ - | | |
| Total Material Recovered/Salvaged/Junked | | \$ - |
| Net Material Cost | | Total B \$ 1,064,550.00 |

| | | |
|--|-----------|------|
| 1) Clearing and Grubbing (From Pg 2.1) | Ref Page: | \$ - |
| 2) Traffic Control (From Pg 2.1) | Ref Page: | \$ - |
| 3) Erosion Control (From Pg 2.1) | Ref Page: | \$ - |
| Total C | | \$ - |

Total D = (A+B+C) = \$ 2,032,800.21 (Includes Betterment) **Total D=(A+B+C) = \$ 2,032,800.21** 2,027,096.77

| | | |
|--|-----------|---------------------|
| 1) Betterment - Labor Installation & Removal (From Page 3.1 & 5.1) | Ref Page: | \$ - |
| 2) Betterment - Materials (From Page 5.1) | Ref Page: | \$ - |
| Total Betterment | | Total E \$ - |

| | | | | |
|--|--------------------------|-----------------------|------------------------|---------------------------|
| Estimate exceeds \$1.75M = Y | Chapter 86 Move In | Chapter 86 Move Prior | Non-Chapter 86 Move In | Non-Chapter 86 Move Prior |
| Estimate capped 75% = N | \$ 200,800.21 | \$ - | \$ 198,327.06 | \$ - |
| Utility Reimbursement | \$ 282,800.21 | | | |
| Amount Utility Owes (CH86 exceeds \$1.75M) | \$ 282,800.21 | | | |
| Amount Utility Owes (CH86 exceeds 75%) | \$ 282,800.21 | | | |
| Utility Deposit (if applicable): | \$ 282,800.21 | | \$ 18,320.00 | |

* Inspection cost for Private is added after the percentage is applied.
 The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

\$193,145.80



Declaration of Scheduled Calendar Days

Project Number: 33070-2230-14

Date: April 11, 2014

Description: SR 317 (Apison Pike) at Old Lee Highway to SR 321 (Ooltewah-Ringgold Road)

County: Hamilton

Utility: City of Chattanooga - Waste Resources Division

Address: 1250 Market Street, Suite 2100

City: Chattanooga

State: TN

Zip: 37402

Phone Number: 423-643-6188

Fax Number: 423-643-6008

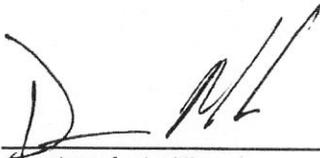
- Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

Required Period services cannot be interrupted: _____

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

| Task | Days to Complete | Special Conditions |
|---|------------------|--------------------|
| Stock Pile Material (Including ordering material) | 60 | |
| Mobilize Work Force (including Bidding process if Required) | 180 | |
| Complete Relocation | 180 | |
| Total Days To Complete | 420 | |

Special Conditions:



 Signature of submitting Utility Representative Date: 4/11/14



 Signature of submitting State Representative Date: 11 APRIL 2014

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

