

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF TRANSPORTATION TO ENTER INTO AN AGREEMENT WITH RAGAN-SMITH RELATIVE TO CONTRACT NO. T-14-038-401, HIGHWAY 58 AND ROSSVILLE BOULEVARD (HIGHWAY 27), FOR PROFESSIONAL SERVICES TO PERFORM CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES, FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED NINETY-THREE AND 04/100 DOLLARS (\$393,193.04).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Transportation to enter into agreement with Ragan-Smith relative to Contract No. T-14-038-401, Highway 58 and Rossville Boulevard (Highway 27), for professional services to perform Construction Engineering and Inspection (CEI) Services, for an amount not to exceed \$393,193.04.

ADOPTED: \_\_\_\_\_, 2014

/mem

# City of Chattanooga



## Resolution Request Form

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

Date Prepared: November 18, 2014

Preparer: Bert Kuyrkendall

Department: Transportation

### Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): DISTRICT 3 AND 7

A resolution authorizing the Administrator of Transportation to enter into an agreement with Ragan-Smith relative to Contract No. T-14-038-401

Hwy 58 and Rossville Boulevard (Hwy 27) for Professional Services to perform Construction Engineering and Inspection (CEI) Services,

in an amount not to exceed \$250,000.00.

Total project cost \$ \_\_\_\_\_  
Total City of Chattanooga Portion \$ \_\_\_\_\_  
City Amount Funded \$ \_\_\_\_\_  
New City Funding Required \$ \_\_\_\_\_  
City's Match Percentage % \_\_\_\_\_

New Contract/Project? (Yes or No) \_\_\_\_\_  
Provide Fund \_\_\_\_\_  
Provide Cost Center \_\_\_\_\_  
Proposed Funding Source \_\_\_\_\_  
Grant Period (if applicable) \_\_\_\_\_

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

	Grantor(s)
_____	_____
_____	_____
_____	_____
_____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

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

\_\_\_\_\_

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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



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

SOP 2003-8  
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

**Ragan-Smith Associates, Inc.**,

hereinafter called Engineer.

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

**SR-27 Pedestrian and Bicycle Facilities**

**PIN: 112011.01**

**State Project Number: 33LPLM-F3-038**

**Federal Project Number: STP-EN-9202(103)**

**City of Chattanooga Project Number: T-14-007**

**SR-58 Pedestrian and Bicycle Facilities**

**PIN: 112010.01**

**State Project Number: 33LPLM-F3-037**

**Federal Project Number: STP-EN-9202(102)**

**City of Chattanooga Project Number: E-09-018-201,**

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.



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8. **RATE SCHEDULE**

The Engineer shall provide a schedule of standard hourly rates for all employees to be used in the performance of all contracts with a cost-not-to-exceed basis. This schedule shall be incorporated into the agreement as Attachment F.

9. **INVOICING**

The Engineer will use the format established in Attachment G, Standard Invoice, for all invoices submitted for services on the Project.



10. STANDARD OF CARE

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

11. INDEMNIFICATION

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

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

12. INSURANCE

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

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

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

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

13. LIMITATIONS OF RESPONSIBILITY

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



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: **Ragan-Smith Associates, Inc., Attn: Joseph F. Griffin, P.E.**  
**315 Woodland Street, Nashville, TN 37206**  
**(615) 244-8591, (615) 244-6739 fax, [jgriffin@ragansmith.com](mailto:jgriffin@ragansmith.com)**

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

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

22. WAIVER

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



**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.

\_\_\_\_\_  
Joseph F. Griffin, P.E., Sr. Vice President Date

\_\_\_\_\_  
Administrator of Public Works Date

\_\_\_\_\_  
Jay Floyd, P.E. Date

\_\_\_\_\_  
Director of Purchasing Date

Reviewed by City Attorney Office \_\_\_\_\_  
Initial Date



**ATTACHMENT A**

Owner: City of Chattanooga, Tennessee

Engineer: Ragan-Smith Associates, Inc.  
Project Number & Name: T-14-007 - SR-27 Pedestrian and Bicycle Facilities  
E-09-018-201 - SR-58 Pedestrian and Bicycle Facilities

**SCOPE OF SERVICES**

**1. BASIC SERVICES**

The project is specifically defined as:

Construction Engineering Inspection services for the Transportation Enhancement Grant Project for SR-27 and SR-58

**A. General Scope of Work**

1.The Consultant/Contractor shall describe in detail its overall approach that will be used by its Project Team to perform the scope of work described herein for the CEI (Construction, Engineering, and Inspection) Services for the SR-58 and SR-27 Pedestrian and Bicycle Facilities projects.

2.The Consultant/Contractor shall remain cognizant that incorporated within this single Standard Agreement for CEI services, two separate projects exist: SR-58 Pedestrian and Bicycle Facilities, and SR-27 Pedestrian and Bicycle Facilities. Further, said projects shall remain as separate entities, having separate State and Federal designations, and shall have separate documentation as outlined in this document, and more specifically, paragraphs 4 and 5, and paragraph B, the Specific Scope of Work.

3.The Consultant/Contractor shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with the CEI Services for SR-58 and SR-27 Pedestrian and Bicycle Facilities.

4.The Consultant/Contractor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the CEI Services for the SR-58 and SR-27 Pedestrian and Bicycle Facilities. Furnish copies of all required permits and approvals to the City.

5.The Consultant/Contractor shall provide and submit separate daily reports and certifications as required by all applicable FHWA and/or State regulations in regards to the construction of the SR-58 and SR-27 Pedestrian and Bicycle Facilities. Furnish a copy of all required separate reports to the City in a timely manner.

6.The Consultant/Contractor shall review all testing results, reports, and other related Geotechnical Inspection activities. Should deficiencies or questions arise, the Consultant/Contractor shall notify the City point of contact assigned to the specific project for confirmation of Consultant/Contractor's suggested action.

7.The Consultant/Contractor shall provide testing results, reports, and other related Geotechnical Inspection activity documentation to the City.

8.The Consultant/Contractor shall coordinate its work with the General Contractor(s) and the Geotechnical Inspection Consultant for the construction projects.



9.The Consultant/Contractor shall monitor the Geotechnical Inspection Consultant for the CEI Services for the SR-58 and SR-27 Pedestrian and Bicycle Facilities in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.

10. The Consultant/Contractor shall provide adequate supervision and technical and managerial oversight of the Consultant/Contractor's employees, Geotechnical Inspection Consultant, subcontractors, and agents.

11.The Consultant/Contractor shall require the General Contractor(s) to furnish a project construction time line within a week of the commencement of work.

12.The Consultant/Contractor shall provide the City of Chattanooga Project Manager, specific to each project, no fewer than weekly updates.

#### B. Specific Scope of Work

1.The Consultant/Contractor shall provide services during the Advertisement/Bid Award process of the construction projects on an as needed basis.

2. Public Information/Relations: Provide public information/relations for project development (i.e. shop owner notifications, media, etc.)

3. Materials Testing Laboratory: Provide designated materials testing laboratory for all applicable testing requirements per TDOT standards.

4. Offsite Fabrication Inspection: Provide inspection services for all materials manufactured off site (i.e. light pole foundations, concrete pipe, etc.)

5. Geotechnical Services: Provide all Geotechnical services needed to complete project. Some of the department responsibilities can be estimated and included as part of the consultant responsibilities.

6.The Consultant/Contractor shall provide services for these projects relative to TDOT Proposed Scope of Services – CEI as defined by their summary found at the State of Tennessee website. <http://www.tdot.state.tn.us/construction/CEI/ceiscope.pdf> (shown below) and as provided with this RFQ. The services shall be all inclusive of Construction Administration, Construction Inspection, Construction Surveying, Quality Assurance, Materials Testing, Testing for Acceptance, and Training; all as specified in this document.

<http://www.tdot.state.tn.us/construction/CEI/ceiscope.pdf>

#### SCOPE OF SERVICES SUMMARY:

This document is to define as clearly as possible the duties of the consultant with regard to administration of the CITY OF CHATTANOOGA construction contract. The intent of the document is to give the Consultant the same responsibility and authority as CITY OF CHATTANOOGA personnel when administrating a state highway construction contract. The administration of the CITY OF CHATTANOOGA highway construction contract will be conducted by the consultant in full cooperation with the CITY OF CHATTANOOGA Project Supervisor and/or his representative(s) assigned to the project. The CITY OF CHATTANOOGA Project Supervisor will have the final word in regard to challenges of consultant authority by the contractor or decisions made by the consultant regarding the work. The ultimate goal of the



Department and the Consultant should be to administer the contract in a highly professional manner, conducive of a cooperative relationship between the Consultant, contractors, and the Department, and to complete the work on budget and on time with a minimum inconvenience and maximum safety to the public.

The responsibilities of the Consultant are negotiated and estimated before the beginning of the work. The Consultant responsibilities on this project include:

1. Erosion Control and Preconstruction Conferences: Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

2. Attend Weekly meeting: Prepare the agenda, attend, and conduct meeting every week with CITY OF CHATTANOOGA personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies.

3. Project Administration: Provide project administration and coordinate with the assigned CITY OF CHATTANOOGA Project Supervisor. Prepare for and attend, when requested, any periodic or in-depth FHWA inspections that may be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, submit to CITY OF CHATTANOOGA Project Supervisor a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the CITY OF CHATTANOOGA Project Supervisor and be available at any time in the case of an emergency on the project. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified supervision of all inspection services being conducted by Consultant and sub-consultants. Field technicians must be certified in the applicable fields listed below:

- TDOT Local Programs Approved
- OSHA 10 Safety Training Construction (All field personnel)
- Asphalt Roadway Paving Inspector
- Asphalt Plant Technician
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training
- EPSC TDEC Level I

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the CITY OF CHATTANOOGA certification. Prior approval is required.

5. Conduct Field Surveys: Conduct and supervise surveying services to obtain original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. Establish horizontal and vertical control on the project to be utilized by the contractor for construction layout. Be prepared to justify quantities in case of discrepancies by contractors or the Department. Upon request, check construction layout when deemed necessary by the CITY OF CHATTANOOGA Project Supervisor.



6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the CITY OF CHATTANOOGA Project Supervisor of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the CITY OF CHATTANOOGA Project Supervisor. Prepare the Supplemental Agreement/Construction Change on the supplied standard form and submit to the CITY OF CHATTANOOGA Project Supervisor for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the CITY OF CHATTANOOGA Project Supervisor for analysis and distribution to the appropriate division(s).

7. Shop Drawings: See Special Provision 105A

8. Quality Assurance, Testing for Acceptance, and Training: (The intent is for the Consultant to provide all field testing normally provided by the Department with employees certified to perform the tests. Copies of all certifications should be filed in the project records for review by the Department at any time. Any temporary waivers of certification or licensing will be reviewed by the Department for the final decision.) Provide certification training to Consultant personnel for all necessary field testing and inspection. Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by the Department and distribute as required. Monitor documentation of testing by the contractor. Field testing by the Consultant includes, but is not limited to, all ACI tests for concrete including concrete plant for acceptance by the Department, nuclear density testing of earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the Departments sampling and testing schedule. The Consultant will also provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and the Departments sampling and testing schedule. (Note: All tests normally to be performed by CITY OF CHATTANOOGA project personnel will be performed by the consultant.) Also included as the responsibility of the consultant is miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by the Department and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission. A Final Materials and Tests Certification will be submitted to the Materials and Tests Manager with the Final Records.

9. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The CITY OF CHATTANOOGA Project Supervisor must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the CITY OF CHATTANOOGA Project Supervisor for review and payment on a printout from the "Final Record Book" program provided by the Department. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimate "cutoff" will be as follows:

Region 1: the 20th of each month (15th day for June, November, and December).

Region 2 & 3: the last day of each month, except for the month of June with the submission of the



quantities to the CITY OF CHATTANOOGA Project Supervisor for review and payment by the sixth of each month.

Region 4: the 15th of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the CITY OF CHATTANOOGA Project Supervisor for processing.

11. Distribution of Correspondence: Submit to the CITY OF CHATTANOOGA Project Supervisor a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by the Department or auditors. The records will be recorded on a standard form (field book) supplied or defined by the Department and/or on field inspection forms to be submitted to the Department. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. The consultant is not charged with the role of safety inspector, but expected to have unsafe issues corrected by the Prime Contractor. Document weekly (or as often as necessary) project traffic control on forms supplied by the Department and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:

- \_ A record of the contractors on the project
- \_ Their personnel (number and classification)
- \_ Equipment (number and type or size)
- \_ Location and work performed by each contractor or subcontractor
- \_ Orders given the contractor
- \_ Events of note on the project
- \_ Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- \_ Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- \_ Days charged, with explanation if not charged
- \_ Equipment arriving or leaving the project, idle equipment
- \_ Any other details that may be important later in the project life

13. Contractor's Payrolls, Employee Interviews and Contract Complianceper Davis-Bacon Act: Receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the CITY OF CHATTANOOGA Project Supervisor prior to withholding payments. Conduct employee interviews on the forms submitted by the Department and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

14. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic or paper) will be provided by the Department prior to



construction, or as needed. Any questions regarding the requirements can be forwarded to the CITY OF CHATTANOOGA Project Supervisor for clarification at any time.

15. Final Records: Submit a compilation of project records in the Department’s standard format to the Final Records Department after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate consultant hours after the project completion with the CITY OF CHATTANOOGA Project Supervisor for approval.

16. Project Claims: Prepare documentation and assist in the defense of the Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

17. Utility Relocations: Utility relocation is subject to be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by the Department. The responsibility of the Tennessee Department of Transportation on this project is project oversight.

Further detail is provided as an exhibit to the above scope of work in Exhibit 1 to this agreement, attached.

Basic Services are shown in Exhibit 1 as Labor (schedule 1) for Management, Roadway, Erosion Control, and Landscape Inspections, Contract Compliance, Surveying, and CADD preparation of Drawings

The Engineer agrees to provide the following services:

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:

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:

- 1. Vehicle Mileage, Construction Inspection Daily Vehicle Charges, Printing \$11,546.15
- 2. Laboratory Services related to Construction Materials Testing: \$15,000.00



**ATTACHMENT B**

Owner: City of Chattanooga, Tennessee

Engineer: **Ragan-Smith Associates, Inc.**  
Project Number & Name: **T-14-007 - SR-27 Pedestrian and Bicycle Facilities**  
**E-09-018-201 - SR-58 Pedestrian and Bicycle Facilities**

**COMPENSATION**

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

1. For the Basic Services described in Attachment A, **Cost Plus Total of \$366,646.88**. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.  
**Construction Engineering and Inspection for SR-27 and SR-58 including Labor, Overhead, and Net Fee (Profit) per TDOT Standard Cost Plus Procedure. (See Exhibit 1)**  
Subtotal **\$366,646.89**
  
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.  
**Reimbursable Expenses including Laboratory Services (See Exhibit 1 schedule 4)**  
**Not to exceed: \$26,546.15**  
Subtotal **\$26,546.15**  
Grand Total **\$393,193.04**
  
3. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Overtime, when authorized by the Owner, will be billed at **1.5** times the rates listed (non-engineer time only).
  
4. Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of **1.15**. 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.



## ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Engineer: **Ragan-Smith Associates, Inc.**  
Project Number & Name: **T-14-007 - SR-27 Pedestrian and Bicycle Facilities**  
**E-09-018-201 - SR-58 Pedestrian and Bicycle Facilities**

## 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

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SOP 2003-8  
Date of Issue [10-16-03](#)  
[Rev.](#) 12-14-10

**ATTACHMENT D**

Owner: City of Chattanooga, Tennessee

Engineer: **Ragan-Smith Associates, Inc.**  
Project Number & Name: **T-14-007 - SR-27 Pedestrian and Bicycle Facilities**  
**E-09-018-201 - SR-58 Pedestrian and Bicycle Facilities**

**SUPPLEMENTAL AGREEMENTS**

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

**[All necessary items as Supplemental]**



## ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Engineer: **Ragan-Smith Associates, Inc.**  
Project Number & Name: **T-14-007 - SR-27 Pedestrian and Bicycle Facilities**  
**E-09-018-201 - SR-58 Pedestrian and Bicycle Facilities**

## PROJECT SCHEDULE

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

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

1. Concept Drawings - Engineer will submit concept drawings within **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 – **180 (per Contractor schedule)** 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

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SOP 2003-8  
Date of Issue [10-16-03](#)  
[Rev.](#) 12-14-10

**ATTACHMENT F**

Owner: City of Chattanooga, Tennessee

Engineer: **Ragan-Smith Associates, Inc.**  
Project Number & Name: **T-14-007 - SR-27 Pedestrian and Bicycle Facilities**  
**E-09-018-201 - SR-58 Pedestrian and Bicycle Facilities**

**RATE SCHEDULE**

Standard Ragan-Smith Rate Schedule attached. Basic Services will be invoiced based upon TDOT standard Cost Plus procedures utilizing actual labor, overhead, and net fee for personnel.



**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

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

Invoice Number 5  
Dated 07/07/03

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

This Breakdown must list each item of the Contract.

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

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.



Land Planners • Civil Engineers  
Landscape Architects • Surveyors

November 17, 2014  
(Revised November 25, 2014)

VIA EMAIL: [Madewell\\_t@chattanooga.gov](mailto:Madewell_t@chattanooga.gov)

Mr. Tony Madewell  
City of Chattanooga  
Transportation Department  
1250 Market Street, DRC Suite 3030  
Chattanooga, Tennessee 37402

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES**  
**SR-27 PEDESTRIAN AND BICYCLE FACILITIES**  
**PIN: 112011.01; STATE PROJ NO. 33LPLM-F3-038; FEDERAL PROJ NO. STP-EN-9202(103)**  
**CITY OF CHATTANOOGA PROJECT NO. T-14-007 and**  
**SR-58 PEDESTRIAN AND BICYCLE FACILITIES**  
**PIN: 112010.01; STATE PROJ NO. 33LPLM-F3-037; FEDERAL PROJ NO. STP-EN-9202(102)**  
**CITY OF CHATTANOOGA PROJECT NO. E-09-018-201**

Dear Mr. Madewell:

The City of Chattanooga seeks to retain a consultant for CEI services for two bicycle and pedestrian facilities projects to be bid concurrently. The following items have been utilized in preparing manpower and fee estimates for the SR-27 and SR-58 projects:

- Construction Plans and Contract Books for SR-58 and SR-27
- TDOT Proposed Scope of Work - CEI, dated Revised 12/14/2009 by Tennessee Department of Transportation, Construction Division
- TDOT Local Government *Guidelines for the Management of Federal and State Funded Transportation Projects, Fifth Edition*
- Construction Cost Estimates for each project

## PROJECT UNDERSTANDING

It is our understanding that the project scope of work will include the following:

### State Route 58

Construction of 1.38 miles of concrete shared-use pathway adjacent to Highway 58 and additional concrete sidewalk along side streets. The installation and removal of concrete sidewalk and drive entries, concrete curb and gutter, storm pipe and storm structures; installation of stamped concrete, sidewalk furniture, retaining wall and handrail, head-walls, miscellaneous storm water BMPs, erosion control, sewer manholes and pipe, aluminum traffic signage, fiber optic splice, traffic signal and associated appurtenances, bio-swale; removal and application of street markings.

### State Route 27

Construction of 1,150 LF of concrete sidewalk, adjacent to SR-27 (Rossville Boulevard). The installation and removal of concrete and asphalt sidewalk and drive entries, pedestrian ramps, curb and gutter, proposed street trees and lighting, along with pavement marking for lanes, on-street parking, bike lanes, crosswalks and traffic signals, and all at-grade crossings.

Mr. Tony Madewell  
Page 2  
November 17, 2014

## ASSUMPTIONS

The following assumptions have been used to determine project manpower requirements for the projects:

### SR-27

- Project bid December 2, 2014
- Contractor NTP February 1, 2015
- Delivery deadline is August 25, 2015
- Total contract duration is 120 Calendar Days
- Right-of-way/easements have been assumed
- DBE goal is 7%
- City of Chattanooga has completed TDOT Local Programs CEI Training
- Services will include Pre-Con Meeting and Project Closeout
- Plant inspection will not be required based upon small quantities
- Laboratory services budget has been included and will be billed on an as-needed basis per actual laboratory requirements
- Some density tests will be required but will be limited based upon small quantities; TDOT will provide standard proctor
- Inspection staff is on-site during all contractor operations
- No overtime for CEI assumed
- Contractor operations are based upon 120 calendar contract time and 88 working days
- No cross sections or profiles of path will require quantity checks for borrow material
- Administrative QA, Project Closeout by Contract Specialist

### SR-58

- Project bid December 2, 2014
- Contractor NTP February 1, 2015
- Total contract duration is 180 Calendar Days
- Right-of-way/easements have been acquired
- Bid includes 105-01 requiring contract field layout
- DBE goal is 10%
- City of Chattanooga has completed TDOT Local Programs CEI Training
- Services will include Pre-Con Meeting and Project Closeout
- Plant inspection will not be required based upon small quantities
- Laboratory services budget has been included and will be billed on an as-needed basis per actual laboratory requirements
- Some density tests will be required but will be limited based upon small quantities; TDOT will provide standard proctor
- Inspection staff is on-site during all contractor operations
- No overtime for CEI assumed
- Contractor operations are based upon 180 calendar days contract time and 134 working days
- No cross sections or profiles of path will require quantity checks for borrow material
- Administrative QA, Project Closeout by Contract Specialist

## SCOPE OF WORK

Since the project is funded through TDOT Local Programs Office utilizing Federal STP funds, the requirements for all CEI and Administrative Activities is dictated by TDOT's Local Government *Guidelines for the Management of Federal and State Funded Transportation Projects*. In order to manage a Local Programs Project, both the Municipality and the Consultant CEI must have completed the TDOT CEI Training Course. Ragan Smith and all staff involved in the project have completed this course and also have all applicable technical certifications for completion of the project. A copy of all certifications will be provided to the city at the initiation of work and assignment of personnel.

CEI Scope of Work - The Scope of Services is clearly identified in TDOT's Scope Document referenced above and also shown in City contract under Basic Services. All items shown within the scope are within the

Mr. Tony Madewell  
 Page 3  
 November 17, 2014

purview of this contract; however some items including plans revisions and shop drawing review may be coordinated with the designer rather than directly completed by the project CEI team.

### SCHEDULE

Since TDOT generally requires the CEI to be on-site during Contractor operations, Ragan Smith has used this Working period as a primary means to establish manpower needs and associated fees. If the Completion time is revised, we would expect a modification to our manpower estimates and fees accordingly.

We understand that the project is scheduled to be bid on November 25, 2014. We have assumed an expected Contractor NTP on or about February 1, 2015. Construction would then be completed with the contract closeout procedures finalized in mid to late 2015. Ragan-Smith will coordinate specific staff for the project after a final determination has been made as to the exact letting dates and construction period. All staff will have required certifications and training in accordance with TDOT Local Government Guidelines. Inspection time and fees will be expected to change if the Contractor exceeds the allowable Contract time.

### FEE PROPOSAL SUMMARY

We have attached a spreadsheet showing staff manpower estimates for the project.

In order to estimate the CEI services we have estimated that staff will be on-site 100 percent of working days for the duration of the contract period.

The attached spreadsheet itemizes staff time by month for the project and includes the following items:

- Management, inspection, contract specialist and survey staffing
- Vehicles expenses (daily truck charge)
- No laboratory testing services
- Survey crew time for initial and final checks
- EPSC inspections for SR-58 based upon area of disturbance
- Plant material inspection for plantings required

### COMPENSATION

Ragan-Smith will provide the above Scope of Services for the City of Chattanooga as shown on the attached man-day estimate spreadsheet. Since this is a TDOT Locally Funded project we have utilized the format for TDOT projects and will invoice in similar fashion. Time (labor) will be invoiced based upon actual hours expended at the actual rate paid. Overhead will be added based upon TDOT's audited overhead rate. A net fee (profit) of 12.0 percent will be added along with any direct cost without markup.

#### State Route 27

Total Home Office Labor	\$ 17,109.12	
Overhead (163.56%)	<u>27,983.68</u>	
Sub-Total		\$ 45,092.80
Total Field Office Labor	\$ 23,952.00	
Overhead (134.37%)	<u>32,184.30</u>	
Sub-Total		56,136.30
Net Fee (\$41,061.12 x 2.35 x 12.0%)		11,579.24
Direct Cost		<u>8,436.80</u>
<b>Total Proposal Amount - S.R. 27</b>		<b>\$121,245.14</b>

Mr. Tony Madewell  
 Page 4  
 November 17, 2014

State Route 58

Total Home Office Labor	\$ 44,244.00		
Overhead (163.56%)	<u>72,365.49</u>		
Sub-Total			\$116,609.49
Total Field Office Labor	\$ 47,512.00		
Overhead (134.37%)	<u>63,841.87</u>		
Sub-Total			111,353.87
Net Fee (\$91,756.00 x 2.35 x 12.0%)			25,875.19
Direct Cost			<u>18,109.35</u>
<b>Total Proposal Amount - S.R. 58</b>			<b>\$271,947.90</b>

Combined Total (S.R. 27 & S.R. 58)

Total Home Office Labor	\$ 61,353.12		
Overhead (163.56%)	<u>100,349.17</u>		
Sub-Total			\$161,702.29
Total Field Office Labor	\$ 71,464.00		
Overhead (134.37%)	<u>96,026.17</u>		
Sub-Total			167,490.17
Net Fee (\$132,817.12 x 2.35 x 12.0%)			37,454.43
Direct Cost			<u>26,546.15</u>
<b>Total Proposal Amount - S.R. 27 &amp; S.R. 58</b>			<b>\$393,193.04</b>

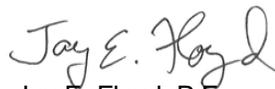
Should additional work be required outside the Scope of Services noted above, said work will be mutually agreed to prior to commencing and billed hourly according to the Ragan-Smith Schedule of Services and Expenses, Contract Terms and Conditions (attached). Invoices will be submitted monthly and are due and payable within 30 days of invoice date. Shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are in addition to the quoted service fees above.

We appreciate the opportunity to provide this professional services agreement to you. If you agree to the terms, please sign and return a copy of this agreement that will serve as authorization to proceed.

Sincerely,

**RAGAN-SMITH ASSOCIATES, INC.**

  
 Joseph F. Griffin, P.E.  
 Senior Vice President

  
 Jay E. Floyd, P.E.  
 Manager, Chattanooga Office

JFG:djb

Enclosures









City of Chattanooga  
 SR 27 PEDESTRIAN AND BICYCLE FACILITIES  
 PIN 112011.00  
 CONTRACT NO. E-09-019-201, STATE PROJ. NO. 33LPLM-F3-038

# EXHIBIT 1

## Schedule 5 - Labor, Overhead, Fee, Direct Cost Summary

A.	Total Home office labor (from Schedule 3 - Direct Labor Schedule).....			\$17,109.12
B.	Total Field office labor (from Schedule 3 - Direct Labor Schedule).....			\$23,952.00
C.	Total Labor (Home and Field ) .....			\$41,061.12
D.	Federal Home office Audited Overhead rate of : .....	163.56%	(163.56% x A)	\$27,983.68
E.	Federal Field office Audited Overhead rate of : .....	134.37%	(134.37% x B)	\$32,184.30
F.	TOTAL DIRECT LABOR AND OVERHEAD (C + D + E).....			\$101,229.10
G.	TOTAL FEE (2.35 x C x 12.0%) (see note below).....			\$11,579.24
H.	Premium labor (Schedule 3 - Direct Labor Schedule).....			\$0.00
I.	Direct costs (Schedule 4 - Direct Cost Schedule).....			\$8,436.80

<b>Total Direct Labor, Overhead, Premium Labor, and Direct Cost (F + H + I)</b>	<b>\$109,665.90</b>
<b>Total Fee (G)</b>	<b>\$11,579.24</b>
<b>TOTAL COST PROPOSAL</b>	<b>\$121,245.14</b>
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>	<b>\$665,000.00</b>
<b>CEI FEES AS PERCENTAGE OF CONSTRUCTION ESTIMATE</b>	<b>18.2%</b>

NOTE: The establishment of the net fee is based on TDOT Procurement Policy # 301-01 and TDOT practice. TDOT standard practice establishes the net fee from 12% to 13% based on the cost of contract.

**Schedule 1 - Man-Day Staffing Schedule**

Calendar Days	Pre-Con		1-Feb-15		1-Mar-15		1-Apr-15		1-May-15		1-Jun-15		1-Jul-15		Closeout	Total Man-Days (MD) Total	Total Labor Hours (MDx8)
	0	28	31	20	23	30	31	23	22	23	30	31	23	31			
Contractor Working Days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	181.00	na
Project Manager/Engineer	1.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0	8.5	68.00
CEI Manager	4.0	6.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	0	45.0	360.00
Sr. Inspector	1.0	20.0	23.0	23.0	22.0	23.0	23.0	23.0	22.0	23.0	23.0	23.0	23.0	23.0	0	137.0	1,096.00
Inspector	0.0	11.0	12.0	12.0	11.0	12.0	12.0	12.0	11.0	12.0	12.0	12.0	12.0	12.0	0	70.0	560.00
EPSC Inspector	0.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	0	48.0	384.00
Contract Specialist	2.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	0	43.0	344.00
LA Inspector	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	10.0	80.00
Survey Crew	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	8.0	64.00
CADD	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	8.0	64.00

**Schedule 2 - Vehicle Schedule**

Pre-Con	Feb-15		Mar-15		Apr-15		May-15		Jun-15		Jul-15		Closeout	Total Mileage (Home Office to Project)	Total Truck Days (On Project)
	0	15	15	30	15	30	15	30	15	30	15	30			
CEI Manager	80.0	120.0	140.0	140.0	140.0	140.0	140.0	140.0	140.0	140.0	100.0	40.0	0	900.0	0
EPSC Inspector	0.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	0.0	0	960.0	137
Contract Specialist	40.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	100.0	0.0	0	860.0	70
LA Inspector	0.0	0.0	0.0	0.0	0.0	40.0	80.0	80.0	80.0	80.0	80.0	0.0	0	200.0	0
Survey Crew	80.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	80.0	0.0	0	160.0	0
Total														3080.0	207

\*Daily Usage per TDOT Rates (per day rate)

CEI Manager	Feb-15		Mar-15		Apr-15		May-15		Jun-15		Jul-15		Closeout	Total Mileage (Home Office to Project)	Total Truck Days (On Project)
	0	15	15	30	15	30	15	30	15	30	15	30			
Sr. Inspector	1.0	20.0	23.0	23.0	22.0	23.0	23.0	23.0	23.0	23.0	23.0	2.0	0	900.0	0
Inspector	-	11.0	12.0	12.0	11.0	12.0	12.0	12.0	12.0	12.0	12.0	-	0	960.0	137
LA Inspector	-	-	-	-	-	-	-	-	-	-	-	-	0	860.0	70
CADD	-	-	-	-	-	-	-	-	-	-	-	-	0	200.0	0
Total														160.0	0

**Schedule 3 - Direct Labor Schedule**

<b>Home Office Overhead</b>							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Base Hours	Overtime Hours	Total Hours Worked	Hours for Premium Calcs.	Total Hours Paid	Pay for Premium Labor	Hourly Rate	Total Amount Paid for OH Calcs.
<b>Staffing</b>							
Project Manager/Engineer	68.00	68.00	0.00	68.00	\$0.00	\$50.00	\$3,400.00
CEI Manager	360.00	360.00	0.00	360.00	\$0.00	\$47.36	\$17,049.60
Sr. Inspector	0.00	0.00	0.00	0.00	\$0.00	\$28.50	\$0.00
Inspector	0.00	0.00	0.00	0.00	\$0.00	\$23.75	\$0.00
EPSC Inspector	384.00	384.00	0.00	384.00	\$0.00	\$28.60	\$10,982.40
Contract Specialist	344.00	344.00	0.00	344.00	\$0.00	\$28.50	\$9,804.00
LA Inspector	80.00	80.00	0.00	80.00	\$0.00	\$37.60	\$3,008.00
Survey Crew	0.00	0.00	0.00	0.00	\$0.00	\$46.50	\$0.00
						Sub-Total	\$44,244.00

<b>Field Office Overhead</b>							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Base Hours	Overtime Hours	Total Hours Worked	Hours for Premium Calcs.	Total Hours Paid	Pay for Premium Labor	Hourly Rate	Total Amount Paid for OH Calcs.
<b>Staffing</b>							
Project Manager/Engineer	0.00	0.00	0.00	0.00	\$0.00	\$50.00	\$0.00
CEI Manager	0.00	0.00	0.00	0.00	\$0.00	\$47.36	\$0.00
Sr. Inspector	1096.00	1096.00	0.00	1096.00	\$0.00	\$28.50	\$31,236.00
Inspector	560.00	560.00	0.00	560.00	\$0.00	\$23.75	\$13,300.00
EPSC Inspector	0.00	0.00	0.00	0.00	\$0.00	\$28.60	\$0.00
Contract Specialist	0.00	0.00	0.00	0.00	\$0.00	\$28.50	\$0.00
LA Inspector	0.00	0.00	0.00	0.00	\$0.00	\$37.60	\$0.00
Survey Crew	64.00	64.00	0.00	64.00	\$0.00	\$46.50	\$2,976.00
						Sub-Total	\$47,512.00

**Total Labor for Home Office Overhead Calculation \$44,244.00**  
**Total Labor for Field Office Overhead Calculation \$47,512.00**  
**Total Premium Labor \$0.00**



**Schedule 5 - Labor, Overhead, Fee, Direct Cost Summary**

A.	Total Home office labor (from Schedule 3 - Direct Labor Schedule)	\$44,244.00
B.	Total Field office labor (from Schedule 3 - Direct Labor Schedule)	\$47,512.00
C.	Total Labor (Home and Field )	\$91,756.00
D.	Federal Home office Audited Overhead rate of : 163.56% (163.56% x A)	\$72,365.49
E.	Federal Field office Audited Overhead rate of : 134.37% (134.37% x B)	\$63,841.87
F.	TOTAL DIRECT LABOR AND OVERHEAD (C + D + E)	\$227,963.36
G.	TOTAL FEE (2.35 x C x 12.0%) (see note below)	\$25,875.19
H.	Premium labor (Schedule 3 - Direct Labor Schedule)	\$0.00
I.	Direct costs (Schedule 4 - Direct Cost Schedule)	\$18,109.35

<b>Total Direct Labor, Overhead, Premium Labor, and Direct Cost (F + H + I)</b>	<b>\$246,072.71</b>
<b>Total Fee (G)</b>	<b>\$25,875.19</b>
<b>TOTAL COST PROPOSAL</b>	<b>\$271,947.90</b>
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>	<b>\$1,700,000.00</b>
<b>CEI FEES AS PERCENTAGE OF CONSTRUCTION ESTIMATE</b>	<b>16.0%</b>

NOTE: The establishment of the net fee is based on TDOT Procurement Policy # 301-01 and TDOT practice. TDOT standard practice establishes the net fee from 12% to 13% based on the cost of contract.



# CERTIFICATE OF LIABILITY INSURANCE

NORN

DATE (MM/DD/YYYY)

11/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Crow Friedman Group</b> 5141 Wheelis Dr. Memphis, TN 38117	(901) 820-0400	CONTACT NAME: <b>Noreen K. Nelson</b>
		PHONE (A/C, No, Ext): <b>(615) 383-0072</b> FAX (A/C, No): <b>(615) 297-4020</b>
		E-MAIL ADDRESS: <b>noreen@crowfriedman.com</b>
		PRODUCER CUSTOMER ID #: <b>RAGAASC-01</b>
		INSURER(S) AFFORDING COVERAGE
INSURED <b>Ragan-Smith Associates Inc.</b> P. O. Box 60070 315 Woodland Street Nashville, TN 37206-0070	INSURER A : <b>XL Specialty Insurance Company</b>	NAIC # <b>37885</b>
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			<b>DPR9714808</b>	<b>6/30/2014</b>	<b>6/30/2015</b>	<b>Each Claim \$2,000,000</b>
<b>A</b>	<b>Professional Liability</b>			<b>DPR9714808</b>	<b>6/30/2014</b>	<b>6/30/2015</b>	<b>Annual Aggregate \$2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
See attached page.

<b>CERTIFICATE HOLDER</b>  City of Chattanooga Engineering Division Dept. of Public Works 1250 Market Street, Suite 2100 Chattanooga, TN 37402-	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**DESCRIPTION OF OPERATIONS -**

**Ragan-Smith Associates Inc.  
P. O. Box 60070  
315 Woodland Street  
Nashville, TN 37206-0070**

**City of Chattanooga  
Engineering Division  
Dept. of Public Works  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402-**

**Project: SR-27 Pedestrian and Bicycle Facilities  
PIN: 112011.01  
State Project No. 33LPLM-F3-038  
Federal Project No. STP-EN-9202 (103)  
City of Chattanooga Project No. T-14-007**



# CERTIFICATE OF LIABILITY INSURANCE

NORN

DATE (MM/DD/YYYY)

11/17/2014

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PRODUCER <b>Crow Friedman Group</b> 5141 Wheelis Dr. Memphis, TN 38117	(901) 820-0400	CONTACT NAME: <b>Noreen K. Nelson</b>
		PHONE (A/C, No, Ext): <b>(615) 383-0072</b> FAX (A/C, No): <b>(615) 297-4020</b>
		E-MAIL ADDRESS: <b>noreen@crowfriedman.com</b>
		PRODUCER CUSTOMER ID #: <b>RAGAASC-01</b>
INSURED <b>Ragan-Smith Associates Inc.</b> P. O. Box 60070 315 Woodland Street Nashville, TN 37206-0070		INSURER(S) AFFORDING COVERAGE
		INSURER A : <b>XL Specialty Insurance Company</b> NAIC # <b>37885</b>
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			<b>DPR9714808</b>	<b>6/30/2014</b>	<b>6/30/2015</b>	<b>Each Claim \$2,000,000</b>
<b>A</b>	<b>Professional Liability</b>			<b>DPR9714808</b>	<b>6/30/2014</b>	<b>6/30/2015</b>	<b>Annual Aggregate \$2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
See attached page.

<b>CERTIFICATE HOLDER</b>  City of Chattanooga Engineering Division Dept. of Public Works 1250 Market Street, Suite 2100 Chattanooga, TN 37402-	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DESCRIPTION OF OPERATIONS -**

**Ragan-Smith Associates Inc.  
P. O. Box 60070  
315 Woodland Street  
Nashville, TN 37206-0070**

**City of Chattanooga  
Engineering Division  
Dept. of Public Works  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402-**

**SR-58 Pedestrian and Bicycle Facilities  
PIN: 112010.01  
State Project No. 33LPLM-F3-037  
Federal Project No. STP-EN-9202 (102)  
City of Chattanooga Project No. E-09-018-201**



# CERTIFICATE OF LIABILITY INSURANCE

RAGAN-2

OP ID: MM

DATE (MM/DD/YYYY)

11/17/2014

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<b>PRODUCER</b> <b>BRYAN, WARD, &amp; ELMORE INC.</b> 900 Woodland Street Nashville, TN 37206 Bryan Ward & Elmore	<b>CONTACT NAME:</b> Merlene Merryman <b>PHONE (A/C, No, Ext):</b> 615-690-6461 <b>FAX (A/C, No):</b> 615-262-0446 <b>E-MAIL ADDRESS:</b> merlene.merryman@bwemail.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> <b>Ragan-Smith &amp; Associates, Inc.</b> P.O. Box 60070 315 Woodland Street Nashville, TN 37206	<b>INSURER A:</b> HARTFORD FIRE 00914
	<b>INSURER B:</b> HARTFORD UNDERWRITERS 00914
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		20SBATS9048	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						PERSONAL & ADV INJURY \$ 2,000,000
	INCLUDING COM OPS			PER FORM #SS 00 08 04 05			GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			20UECIY7118	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB			20SBATS9048	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	20WECNV5803	06/30/2014	06/30/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ENGINEERING SERVICES. REFERENCE JOB:  
 SR-27 PEDESTRIAN AND BICYCLE FACILITIES. PIN:112011.01  
 STATE PROJECT NUMBER: 33LPLM-F3-038 FEDERAL PROJECT NUMBER: STP-EN-9202(103)  
 CITY OF CHATTANOOGA PROJECT NUMBER: T-14-007. CERTIFICATE HOLDER IS NAMED AS  
 ADDITIONAL INSURED FOR GENERAL LIABILITY PER THEIR INTEREST.

**CERTIFICATE HOLDER****CANCELLATION**

CITYCHA  CITY OF CHATTANOOGA ENGINEERING DIVISION/DRC 1250 MARKET STREET CHATTANOOGA, TN 37402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Bryan Ward & Elmore 
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# CERTIFICATE OF LIABILITY INSURANCE

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11/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BRYAN, WARD, &amp; ELMORE INC.</b> 900 Woodland Street Nashville, TN 37206 Bryan Ward & Elmore		<b>CONTACT NAME:</b> Merlene Merryman <b>PHONE (A/C, No, Ext):</b> 615-690-6461 <b>FAX (A/C, No):</b> 615-262-0446 <b>E-MAIL ADDRESS:</b> merlene.merryman@bwemail.com	
<b>INSURED</b> <b>Ragan-Smith &amp; Associates, Inc.</b> P.O. Box 60070 315 Woodland Street Nashville, TN 37206		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> HARTFORD FIRE 00914 <b>INSURER B:</b> HARTFORD UNDERWRITERS 00914 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			20SBATS9048  PER FORM #SS 00 08 04 05	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						PERSONAL & ADV INJURY \$ 2,000,000
	INCLUDING COM OPS						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			20UECIY7118	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			20SBATS9048	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WEENV5803	06/30/2014	06/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
ENGINEERING SERVICES. REFERENCE JOB: SR-58 PEDESTRAIN AND BICYCLE FACILITIES  
PIN: 112010.01 STATE PROJECT NUMBER: 33LPLM-F3-037  
FEDERAL PROJECT NUMBER: STP-EN-9202(102).  
CITY OF CHATTANOOGA PROJECT NUMBER: E-09-018-201. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY PER THEIR INTEREST

<b>CERTIFICATE HOLDER</b>  CITYCHA  <b>CITY OF CHATTANOOGA</b> <b>ENGINEERING DIVISION/DRC</b> <b>1250 MARKET STREET</b> <b>CHATTANOOGA, TN 37402</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <b>Bryan Ward &amp; Elmore</b> 