

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

A RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE ORDER NO. 3 FOR HDR ENGINEERING, INC. RELATIVE TO CONTRACT NO. E-10-012-101, ROSS'S LANDING PARK IMPROVEMENTS AND REPAIRS, PHASE 3, FOR AN INCREASED AMOUNT OF THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$36,300.00), FOR A REVISED CONTRACT AMOUNT NOT TO EXCEED EIGHT HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED FIFTEEN AND 12/100 DOLLARS (\$881,715.12).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the approval of Change Order No. 3 for HDR Engineering, Inc. relative to Contract No. E-10-012-101, Ross's Landing Park Improvements and Repairs, Phase 3, for an increased amount of \$36,300.00, for a revised contract amount not to exceed \$881,715.12.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: March 2, 2015

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # \_\_\_\_\_

Council District # \_\_\_\_\_

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A City Council resolution is requested to approve the Change Order No. 3, for HDR Engineering, Inc., relative to Contract No. E-10-012-101, Ross's Landing Park Improvements and Repairs, Phase 3, for a increased amount of \$36,300.00, for a revised contract amount not to exceed \$881,715.12.

Name of Vendor/Contractor/Grant, etc. HDR Engineering, Inc.

New Contract/Project? (Yes or No) No

Total project cost \$ 881,715.12

Funds Budgeted? (YES or NO) Yes

Total City of Chattanooga Portion \$ 881,715.12

Provide Fund 4021

City Amount Funded \$ 881,715.12

Provide Cost Center A60416

New City Funding Required \$ \_\_\_\_\_

Proposed Funding Source if not budgeted \_\_\_\_\_

City's Match Percentage % \_\_\_\_\_

Grant Period (if applicable) \_\_\_\_\_

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

Amount(s)

Grantor(s)

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

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

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

FY13 General Fund Capital Budget (Parks)

Approved by: 

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

Revised: 1/26/09



CITY OF CHATTANOOGA  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

Development Resource Center  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402  
Phone: (423) 643-6000  
Fax: (423) 643-6008

## CHANGE ORDER

Contract No.:	<u>E-10-012-101</u>	Change Order No.:	<u>3</u>
Contractor:	<u>HDR Engineering</u>	Date:	<u>4/28/2014</u>
Project Name:	<u>Ross's Landing Park Improvements and Repairs</u>	Council Res. #'s: (Attach Copies)	<u>27450</u>
	<u>Implementation - Phase 3</u>		<u>27566</u>
			<u>27877</u>

Check Reason for Change Order	Contract Days Changed: _____	Original Contract Amount	\$ <u>828,854.00</u>
<input type="checkbox"/> Error/Omission	Revised Completion Date: <u>June 30, 2015</u>	Net Change by Previous C.O.s	\$ <u>16,561.12</u>
<input type="checkbox"/> Field Condition		Contract Amount Prior to this C.O.	\$ <u>845,415.12</u>
<input type="checkbox"/> Field Dispute Settlement		Total Amount of this C.O.	\$ <u>36,300.00</u>
<input checked="" type="checkbox"/> Owner Request		<b>NEW CONTRACT AMOUNT</b>	\$ <u>881,715.12</u>
<input type="checkbox"/> Value Engineering			
<input checked="" type="checkbox"/> Other: <u>For Underwater Inspection of Construction Elements, both During Construction and Post Construction</u>			

Description / Justification (Add more pages if necessary)  
See attached information per CRF.

The terms and conditions of this Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced herein, including but not limited to, all delay and impact costs for the entire Project resulting from this Change Order. Except as amended herein, all provisions of the Contract remain in full force and effect.

### APPROVALS

CONTRACTOR/CONSULTANT		ENGINEER / ARCHITECT	
Arthur B. Colwell, P.E., Managing Principal, HDR Engineering		N/A	
<i>Arthur B. Colwell</i>	<u>3-4-15</u>		
Signature	Date	Signature	Date
CITY PROJECT MANAGER		CITY ENGINEER	
Alan Ogle, P.E., Senior Engineer, Project Manager		Dennis Malone, Assistant City Engineer	
<i>Alan Ogle</i>	<u>3-9-15</u>	<i>D Malone</i>	<u>3/9/15</u>
Signature	Date	Signature	Date
ADMINISTRATOR OF PUBLIC WORKS		CITY FINANCE OFFICER	
Signature	Date	Signature	Date

RESOLUTION NO. 27450

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PARKS AND RECREATION TO ENTER INTO AN AGREEMENT FOR PHASE II DETAILED DESIGN AND ENGINEERING TO INCLUDE BID SPECIFICATIONS WITH HDR ENGINEERING, INC. BY AMENDING THE PRESENT CONTRACT NO. E-10-012-101, FOR ROSS' LANDING PARK IMPROVEMENTS AND REPAIRS IMPLEMENTATION, FOR AN ADDITIONAL AMOUNT OF EIGHT HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS (\$828,854.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Parks and Recreation be and is hereby authorized to enter into an agreement for Phase II Detailed Design and Engineering to include bid specifications with HDR Engineering, Inc. by amending the present Contract No. E-10-012-101, for Ross' Landing Park improvements and repairs implementation, for an additional amount of \$828,854.00.

ADOPTED: April 2, 2013.

/mms

RESOLUTION NO. 27566

A RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE ORDER NO. 1 FOR HDR ENGINEERING RELATIVE TO CONTRACT NO. E-10-012-101, ROSS'S LANDING PARK IMPROVEMENTS AND REPAIRS, PHASE II (DETAILED DESIGN AND ENGINEERING), FOR A DECREASED AMOUNT OF FOUR HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY-THREE AND 88/100 DOLLARS (\$425,923.88), FOR A REVISED CONTRACT AMOUNT NOT TO EXCEED FOUR HUNDRED TWO THOUSAND NINE HUNDRED THIRTY AND 12/100 DOLLARS (\$402,930.12).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the approval of Change Order No. 1 for HDR Engineering relative to Contract No. E-10-012-101, Ross's Landing Park Improvements and Repairs, Phase II (Detailed Design and Engineering), for a decreased amount of \$425,923.88, for a revised contract amount not to exceed \$402,930.12.

ADOPTED: July 16, 2013.

/mms

RESOLUTION NO. 27877

A RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE ORDER NO. 2 FOR HDR ENGINEERING, INC. RELATIVE TO CONTRACT NO. E-10-012-101, ROSS'S LANDING PARK IMPROVEMENTS AND REPAIRS, PHASE 3 (BID/AWARD, CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATION), FOR AN INCREASED AMOUNT OF FOUR HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$442,485.00), FOR A REVISED CONTRACT AMOUNT NOT TO EXCEED EIGHT HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED FIFTEEN AND 12/100 DOLLARS (\$845,415.12).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the approval of Change Order No. 2 for HDR Engineering, Inc. relative to Contract No. E-10-012-101, Ross's Landing Park Improvements and Repairs, Phase 3 (Bid/Award, Construction Administration and Resident Project Representation), for an increased amount of \$442,485.00, for a revised contract amount not to exceed \$845,415.12.

ADOPTED: May 27, 2014

/mem



**CHANGE REQUEST FORM (CRF)**




**City Contract No.** E-10-012  
**Project Name:** Ross's Landing Park Improvements  
**Engineer:** HDR Engineering, Inc.  
**Contractor:** \_\_\_\_\_

**Requested By:** City of Chattanooga  
**Drawing:** \_\_\_\_\_  
**Problem Desc:** The City needs to contract for underwater inspection services for project, but the project schedule requires these services within a time frame that is not sufficient for the City to request bids for those services.

**Revised Scope Description/Details**

By this CRF the City is authorizing HDR to proceed with sub-contracting for underwater inspection services through their existing CA/CO contract.

1	Coordination with Sub	\$ 1,610.00
2	Subconsultants Fee	\$ 34,690.00
TOTAL		\$ 36,300.00

<b>Contractor Acknowledgement:</b>	
<input type="checkbox"/> No Change in Contract Amount is required. <input checked="" type="checkbox"/> No Change in Contract Time is required.	<input checked="" type="checkbox"/> A Change in Contract Amount is required: <u>\$36,300.00</u> <input type="checkbox"/> A Change in Contract Time is required: _____ days
 <u>2-3-2015</u> Architect / Engineer / Inspector / RPR	_____ Contractor
<b>Change in Contract Amount is within the Contingency Amount authorized under Resolution No. _____</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____  <u>2-3-2015</u> Engineer / Architect Project Manager	<b>Proceed with Execution</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>ERIC Booker</u>  <u>2/3/15</u> City Project Manager

Distribution: City Engineer; Central Files



555 N. Carancahua Street, Suite 1600  
 Corpus Christi, TX 78401  
 (Phone) 361-696-3300 (Fax) 361-696-663385

# PROJECT SCOPE CHANGE

Client: City of Chattanooga Project Name: Ross's Landing Park Improvements

Scope Change No.: 01 Date Submitted: 01/08/2015 Project No.: J232253

### Description of Scope of Work Change:

**Underwater inspection of constructed portions of work not visible from surface. Up to three (3) underwater inspections are expected to occur throughout the duration of the project to evaluate general conformance of the constructed elements based on the contract documents. Refer to Attachment A for Project Proposal Summary. Refer to Attachment B for Sub-consultant proposal.**

### Reason for Change:

**The request by the City of Chattanooga for HDR to contract the underwater inspection through HDR's existing CA/CO contract.**

Requested/Required By:  client  HDR Engineering, Inc.  sub-consultant  
 field conditions  other

### Design Fee:

### Comments:

- Lump Sum fee of \$ \_\_\_\_\_
- proposal to be submitted; due date
- time and expense per schedule dated
- included in percent of construction fee
- no charge

### Design Work Change includes:

1. .
2. .
3. .

### Impact:

### Comments:

- Lump Sum fee of **\$36,300**
- construction schedule Add \_\_\_ days to Contract
- design schedule \_\_\_\_\_

### Construction Work Change includes:

1. **Project management and controls**
2. **Sub-consultant coordination**
3. **Underwater inspection & reporting of same**

*Please sign below to indicate your concurrence with this scope change and return one copy to HDR Engineering, Inc. so that we may proceed with the work.*

Signed:   
 Project Manager, HDR Engineering, Inc.

01/08/2015  
 Date

Managing Principal, HDR Engineering, Inc.

1-8-15  
 Date

Enter name of client / title / etc.

Date





**PROJECT PROPOSAL SUMMARY**

**Client Point of Contact:**  
**Client Organization:**  
**Project Name:**  
**Project Manager (HDR):**  
**Proposal Number:**

Mr. Alan Ogle  
 City of Chattanooga  
 Ross's Landing Park Improvements & Repairs  
 DEG  
 J232253

A. Task Description	HDR Task Code	Labor (\$)	Expenses / Reimbursables (\$)		Phase Subtotals (\$)
			In-House	Outside with markup @ 10%	
1 Initiation / Controls	01	\$0	-	-	-
2 Coordination with Sub	02	\$1,568	-	42	1,610
3 not used	-	\$0	-	-	-
4 not used	-	\$0	-	-	-
5 not used	-	\$0	-	-	-
6 not used	-	\$0	-	-	-
7 not used	-	\$0	-	-	-
8 CA / CO Tasks	-	\$0	-	-	-
<b>Services Subtotal</b>					<b>\$ 1,610</b>

**B. Project Contingency:**

0%  $\longrightarrow$  \$ -

**C. Subconsultants**

	Sub Fee	Management Fee 10%	Phase Subtotals (\$)
1 Mainstream Commercial Inc	\$ 31,536.00	3,153.60	\$ 34,690
2 Sub Company	-	-	-
3 Sub Company	-	-	-
4 Sub Company	-	-	-
5 Sub Company	-	-	-
<b>Subconsultants Subtotal</b>			<b>\$ 34,690</b>

**D. GRAND TOTAL (PROJECT) (A+B+C)**

**\$ 36,300**



322 C.C. Lowry Drive  
Murray, KY 42071  
Office: (270) 753-9654, 24-Hour Service  
Fax: (270) 753-0165  
[www.mainstreamdivers.com](http://www.mainstreamdivers.com)  
[info@mainstreamdivers.com](mailto:info@mainstreamdivers.com)

January 7, 2015

Dan Garza  
HDR Engineering, Inc.  
361-696-3347  
Via email: [dan.garza@hdrinc.com](mailto:dan.garza@hdrinc.com)

## IN RE: ROSS'S LANDING UNDERWATER CONSTRUCTION INSPECTIONS

Dear Mr. Garza:

Thank you for contacting Mainstream Commercial Divers, Inc. for your underwater needs. Per your conversation with our office, I understand the proposed work to be performed in Chattanooga, TN consists of performing multiple underwater quality assurance inspections, as follows:

- Inspection of 60-inch diameter pipe, after excavation, cutting, and removal of portion of pipe and prior to placement of coupling (1 visit)
- Inspection of 60-inch diameter pipe, after installation of coupling, re-installation of pipe extension, and installation of support mechanism (1 visit)
- Inspection of four (4) 18-inch diameter floating dock piles and underside of float post-installation (1 visit)
- Inspection of approximately 1,070-linear feet of installed steel sheet pile wall (1 initial visit and 1 post-installation visit – could be combined with #1 & #2)

Inspections will be visual and/or tactile and will include video equipment for inspection video and diver monitoring. All dive operations will be performed in accordance with EM 385 1-1, OSHA and local requirements.

We have priced a base four-man crew. If penetration by divers is required to inspect the interior of the 60" pipe or to perform other penetrations, an additional three men will be required per EM 385 1-1. As an alternative, we could perform the interior inspection using our ROV. Pricing is subject to crew and equipment availability.



### PRICING:

For the performance of this work, MCDI will provide the following crew and equipment for the Daily Rate charge of \$3,649.00 for up to eight hours per weekday.

**[Note: Our billing is based on an eight-hour minimum per workday.]**

- Four Man Crew (dive supervisor, diver, standby diver, and tender)

Includes:

1. Commercial Dive Gear w/ Full Communications between Diver and Topside Crew
2. Ordinary Hand Tools
3. Crew Vehicle
4. Work Boat
5. Underwater Video System
6. \$1,000,000 (\$2,000,000 aggregate) General Liability Insurance
7. \$2,000,000 Commercial Auto Policy
8. Workers Compensation Insurance
9. \$1,000,000 Contractors Pollution Liability Insurance
10. \$10,000,000 Bumpershoot Insurance Policy (extends over our other policies to increase limits)
11. On-Site Per Diem

Charges for hours worked beyond an eight-hour day or for work performed on weekends with the listed level of crew and equipment will be invoiced according to the overtime rate of \$605.00/hour. More details concerning overtime charges are listed in the Terms section of this document.

Additional charges that would apply include:

- Mobilization/Demobilization Charge: \$2,177.00/round trip for the listed level of crew and equipment.
  - Additionally, round trip mileage will be charged in the amount of \$1.63/mile for miles traveled from the jobsite to hotel each day (if distance exceeds 20 miles per day).
  - An additional fuel surcharge will apply should diesel fuel prices exceed \$4.50 per gallon.
  - MCDI assumes that we will be able to complete the work during one Mobilization/Demobilization. If this is not the case, additional charges will apply.
- Mooring Fees or Boat Launch Fees: Cost + 15%
- ROV with 800' tether, Dual Hi-Resolution Cameras: \$1,000.00/day
- Extra Vehicle: \$682.00/round trip for either extra men or ROV equipment
- Ultrasonic Steel Thickness Tester (if requested): \$154.00/day
- Penetration Pay: \$1.75 per foot of penetration per man per day
- In-House Report Preparation (written and/or video): \$88.00/man-hour
- Clerical Time for Dive Plan Preparation and Submittals (if required): \$77.00/man-hour
- Our pricing assumes that we can work consecutive weekdays until the project is completed. Any weekdays that we are unable to work (standby days) will be invoiced according to the daily rate listed. MCDI will invoice for per diem for any non-work weekend days while we are on-site.



**RATES FOR ADDITIONAL DIVE CREW MEMBERS (if required):**

Additional charges that could apply include:

- Mobilization/Demobilization for each additional crew member: \$332.00/round trip/additional man
  - Assumes travel with original crew
  - Maximum of five individuals per vehicle
- Additional Crew Members: \$644.00/8-hour day/man
  - Beyond above listed crew
  - If required by working or diving conditions
- Additional Crew Members Overtime: \$113.75/hr./man
  - For over 8 hours/day or 5 days/week or Sat./Sun.

**BUDGETARY PRICING:**

TRIP	ITEM	Q'TY	UNIT	UNIT COST	EXTENSION	TOTAL	NOTE
1st	Mobilization	1	Trip	\$ 2,177.00	\$ 2,177.00		
	Crew Day Rate	1	Day	\$ 3,649.00	\$ 3,649.00		Initial sheet pile inspection
	Report Preparation	12	Hours	\$ 88.00	\$ 1,056.00		
						<b>\$ 6,882.00</b>	
2nd	Mobilization	1	Trip	\$ 2,177.00	\$ 2,177.00		Four-Man Crew
	Crew Day Rate	1	Day	\$ 3,649.00	\$ 3,649.00		Cut pipe inspection
	Extra Man Mob	1	Trip	\$ 332.00	\$ 332.00		Extra man required for penetration
	Extra Man Day	1	Day	\$ 644.00	\$ 644.00		
	Report Preparation	12	Hours	\$ 88.00	\$ 1,056.00		
						<b>\$ 7,858.00</b>	
3rd	Mobilization	1	Trip	\$ 2,177.00	\$ 2,177.00		Four-Man Crew
	Crew Day Rate	3	Day	\$ 3,649.00	\$ 10,947.00		Dock, pipe, and sheet inspection
	Extra Man Mob	1	Trip	\$ 332.00	\$ 332.00		Extra man required for penetration
	Extra Man Day	3	Day	\$ 644.00	\$ 1,932.00		
	Report Preparation	16	Hours	\$ 88.00	\$ 1,408.00		
						<b>\$ 16,796.00</b>	
<b>GRAND TOTAL</b>						<b>\$ 31,536.00</b>	

The above table is for budgetary purposes only. We assume that we can complete the 6-1/2' pipe penetration with a 5-man crew by waiving the EM 385 1-1 requirements for staffing requirements, as we discussed. Actual invoicing will be based on time and materials required for the job and pricing listed herein whether or not it less than or exceeds the above estimated cost.



### **SITE CONDITIONS:**

Any differential pressure that is a danger to the diver will have to be locked out/tagged out during diving operations. MCDI will require free and unrestricted access to the structures while diving operations are taking place. In the event that you or the facility owner are unable to allow MCDI full access to the structures and MCDI needs to stand-by, additional charges for stand-by time will be invoiced at the listed daily rate. MCDI assumes that there is a boat ramp nearby that we can use to launch our dive boat daily. MCDI assumes that we will be able to reach all areas of the structures utilizing our workboat. Large amounts of debris in the area may limit the extent of our inspection. MCDI will need to perform the work during safe and workable river conditions. MCDI assumes the water depth will not exceed 15 FSW.

### **TERMS:**

Crew size and equipment required will be selected based on safety and production requirements. Crew and equipment rates start upon arrival at the site or boat ramp and end when leaving the work site or boat ramp and include time required for setup/teardown of equipment. MCDI assumes that all work sites will be readily accessible. Any other work performed and/or personnel and/or equipment requested or needed beyond that listed (if any) would be invoiced according to our current Standard Rate Sheet. Materials/consumables (if any) beyond that described will be invoiced at cost + 15%. This price assumes non-union, straight-time labor with no required prevailing wage rates. If we are required to pay prevailing wage rates, our day rate would increase accordingly.

MCDI charges an eight-hour minimum workday. Crew Rates for Christmas or Thanksgiving are double our normal rate. Crew Rates for weekends, New Years Day, Memorial Day, Fourth of July, or Labor Day are 1-1/2 times our normal rate. Equipment daily rates provided are for use during one shift that is up to eight hours long. Equipment usage during crew overtime is calculated at 1/8 the daily rate per additional hour. For equipment utilized onsite by a dive crew and self transported, daily rates start as soon as equipment arrives onsite and ends when the equipment leaves the site. For rental equipment or equipment shipped to the jobsite, equipment rates will be invoiced portal to portal.

### ***Safety Training, Drug Testing, and/or Background Screening:***

Costs for any client required safety training, drug testing, and/or background screening (if any) would be reimbursable to MCDI at cost plus 15%. Additionally, time to complete such required training will be considered part of our normal workday or be invoiced at our shop rate if completed in-house.

### ***Insurance:***

MCDI carries All States Broad Form Workers Compensation Insurance as well as \$1,000,000 of additional Maritime Employers Liability and USL & H coverage. We also carry a \$2,000,000 aggregate (\$1,000,000 per occurrence) General Liability Insurance policy, a \$2,000,000 Automobile Liability policy, \$1,000,000 Contractors Pollution Liability Insurance, and an additional \$10,000,000 Bumbershoot policy that extends over our other policies. Any insurance requirements beyond that listed, or any specific wording requirements on certificates that our underwriters charge for will need to be reviewed and at a minimum, the cost plus 15% will be passed on to the client.



***HDR Engineering, Inc. Responsibilities:***

HDR will be responsible for providing and/or ensuring:

- The Lock Out/Tag Out of all hazardous energy sources or differential pressure sources.
- Access to the site.
- All required permits or permissions necessary to perform the proposed work.
- Cooperation and coordination with MCDI personnel to allow the work to proceed efficiently.

***Payment Terms:***

Monthly progress payments with net 30 days upon completion of the job (1½% per month finance charge will be added for payments not made within the specified terms).

This proposal will be good for 30 days and assumes that all work will be performed in 2015.

We appreciate the opportunity to provide you with this pricing. Please keep us in mind when soliciting bids for future work. We look forward to building your trust. If you have any questions regarding this project, our services, capabilities, or experience, please do not hesitate to call my office. Please visit us on-line at [www.mainstreamdivers.com](http://www.mainstreamdivers.com).

Sincerely,

D. Craig Fortenbery,  
President

[END OF DOCUMENT]

THANK YOU FOR CONTACTING MAINSTREAM COMMERCIAL DIVERS, INC.