

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF TRANSPORTATION TO ENTER INTO AN AGREEMENT WITH ARCADIS U.S., INC. RELATIVE TO CITY CONTRACT NO. T-14-006-101 FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO PRODUCE ENGINEERING PLANS SUITABLE FOR CONSTRUCTION BIDDING, IN THE AMOUNT OF TWENTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$29,500.00), WITH A CONTINGENCY AMOUNT OF TWO THOUSAND NINE HUNDRED FIFTY DOLLARS (\$2,950.00), FOR A TOTAL AMOUNT OF THIRTY-TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$32,450.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Transportation to enter into an agreement with Arcadis U.S., Inc. relative to City Contract No. T-14-006-101 for professional services associated with the Community Development Block Grant (CDBG) to produce engineering plans suitable for construction bidding, in the amount of \$29,500.00, with a contingency amount of \$2,950.00, for a total amount of \$32,450.00.

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

/mem

# City of Chattanooga



## Resolution Request Form

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

Date Prepared: November 16, 2015

Preparer: Bert Kuyrkendall

Department: Transportation

### Brief Description of Purpose for Resolution:

DISTRICT NUMBER 8, 9

A resolution authorizing the Administrator of Transportation to enter into an agreement with Arcadis U.S., Inc. relative to City Contract No. T-14-006-101, for professional services associated with the Community Development Block Grant (CDBG) to produce engineering plans suitable for construction bidding, in the amount of \$29,500 with a contingency amount of \$2,950 for a total amount of \$32,450.

Total project cost \$ 32,450.00  
Total City of Chattanooga Portion \$ -  
City Amount Funded \$ \$0.00  
New City Funding Required \$ -  
City's Match Percentage % 0%

New Contract/Project? (Yes or No) YES  
Provide Fund 4022  
Provide Cost Center P20301  
Proposed Funding Source \_\_\_\_\_  
Grant Period (if applicable) \_\_\_\_\_

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

	Grantor(s)
<u>\$32,450.00</u>	<u>CDBG</u>
<u>\$0.00</u>	
<u>\$0.00</u>	
<u>\$0.00</u>	

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

*Privileged and Confidential*

Brent Derrick, PE  
Chattanooga Department of Transportation  
1250 Market Street, Suite 3030  
Chattanooga, TN 37402

Subject:  
Community Development Block Grant (CDBG) Sidewalk Design

Dear Mrs. Derrick:

Arcadis is pleased to submit a revised scope of work and cost proposal to provide services for the design of the subject project. This scope and fee specifically covers Wheeler Avenue between Citico Avenue and Wilcox Blvd (approximately 3,500 linear feet), Wilcox Boulevard between Wheeler Avenue and Dodson Avenue (approximately 1,000 linear feet), Camden Street between Roanoke Avenue and Dodson Avenue (approximately 1,000 linear feet) and 17<sup>th</sup> Street between Washington Street and Adams Street (approximately 500 linear feet). The four locations combine for 6,000 linear feet of sidewalk. The project will be produced in accordance with Chattanooga Department of Transportation (CDOT) standards. It is our understanding that the City will provide the survey, any required railroad coordination along 17<sup>th</sup> Street and bidding/construction phase services.

We appreciate the opportunity to provide these services to CDOT. If you have any questions or would like to discuss further, please do not hesitate to contact me or Fritz Brogdon at 423.756.7193.

Sincerely,

ARCADIS U.S., Inc.



Clint Butler  
Senior Project Manager

Enclosures:

**Contract**

ARCADIS U.S., Inc.  
1210 Premier Drive  
Suite 200  
Chattanooga  
Tennessee 37421  
Tel 423 756 7193  
Fax 423 756 7197  
[www.arcadis.com](http://www.arcadis.com)

INFRASTRUCTURE

Date:  
November 11, 2015

Contact:  
Clint Butler

Phone:  
423.954.8742

Email:  
[Clint.butler@arcadis.com](mailto:Clint.butler@arcadis.com)

Our ref:  
CTCDGB01

ARCADIS U.S., Inc.



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

S.O.P. 2003-10  
Date of Issue 10-16-03  
Rev. Date 10-16-14

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

**Arcadis, U.S., Inc.**,

hereinafter called Engineer.

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

**Community Development Block Grant (CDBG) Sidewalk Installation - Project No. T-14-006-101**,

hereinafter called Project.

In consideration of the provisions contained in this Agreement, the Owner and Engineer agree to the following:

1. **EFFECTIVE DATE**  
The effective date of this Agreement shall be \_\_\_\_\_, 20\_\_\_\_.
2. **GOVERNING LAW**  
This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.
3. **SERVICES TO BE PERFORMED BY ENGINEER**  
Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Chattanooga Design and Construction Standards in effect on the date of this agreement.
4. **COMPENSATION**  
Owner shall pay Engineer in accordance with the Attachment B, Compensation.
5. **OWNER'S RESPONSIBILITIES**  
Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.
6. **SUPPLEMENTAL AGREEMENTS**  
The provisions set forth in Attachment D, Supplemental Agreements, shall be incorporated into this Agreement
7. **PROJECT SCHEDULE**  
The provisions set forth in the Attachment E, Project Schedule, shall be incorporated into this Agreement.
8. **RATE SCHEDULE**  
The Engineer shall provide a schedule of standard hourly rates for all employees to be used in the performance of all contracts with a cost-not-to-exceed basis. This schedule shall be incorporated into the agreement as Attachment F.
9. **INVOICING**  
The Engineer will use the format established in Attachment G, Standard Invoice, for all invoices submitted for services on the Project.



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.



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

S.O.P. 2003-10  
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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



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: **Arcadis U.S., Inc.**  
**1210 Premier Drive, Suite 200, Chattanooga, TN 37421**  
**423-756-7193**

Owner: City of Chattanooga  
Department of Transportation  
Design Engineering Division  
Suite 3030, Development Resource Center  
1250 Market Street  
Chattanooga, TN 37402  
(423) 643- 5950

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.





**ATTACHMENT A**

Owner: City of Chattanooga, Tennessee

Engineer: **Arcadis U.S., Inc.**  
Project Number & Name: **Project No. T-14-006-101**  
**Community Development Block Grant (CDBG) Sidewalk Installation**

**SCOPE OF SERVICES**

1. BASIC SERVICES

The project is specifically defined as: **See Attachment A.1**

The Engineer agrees to provide the following services: **See Attachment A.1**

2. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:  
**See Attachment A.1**

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:  
**Reimbursable expenses are included in the lump sum price.**



**ATTACHMENT B**

Owner: City of Chattanooga, Tennessee

Engineer: **Arcadis U.S., Inc.**  
Project Number & Name: **Project No. T-14-006-101**  
**Community Development Block Grant (CDBG) Sidewalk Installation**

**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, **\$29,500**. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

**See Attachment B.1**

Subtotal **\$29,500**

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.

**See Attachment B.1**

Subtotal **\$00**

Grand Total **\$29,500**

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 **10%**. 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: **Arcadis U.S., Inc.**  
Project Number & Name: **Project No. T-14-006-101**  
**Community Development Block Grant (CDBG) Sidewalk**  
**Installation**

### 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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S.O.P. 2003-10  
Date of Issue 10-16-03  
Rev. Date 10-16-14

**ATTACHMENT D**

Owner: City of Chattanooga, Tennessee

Engineer: **Arcadis U.S., Inc.**  
Project Number & Name: **Project No. T-14-006-101**  
**Community Development Block Grant (CDBG) Sidewalk Installation**

**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.

**See Attachment A.1 and B.1**



## ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Engineer: **Arcadis U.S., Inc.**  
Project Number & Name: **Project No. T-14-006-101**  
**Community Development Block Grant (CDBG) Sidewalk Installation**

## 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 **15 (This will be preliminary plans not concept drawings.)** calendar days after Notice to Proceed by Owner.
2. Field Check - Engineer will submit field check drawings within **NOT APPLICABLE** calendar days after Notice to Proceed by Owner.
3. Right-of-Way Drawings - Engineer will submit right-of-way drawings within **NOT APPLICABLE** 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 **20** calendar days after the Notice to Resume Work is given by Owner following Field Check.
5. Bid Documents - Engineer will submit bid documents within **NOT APPLICABLE (This is for construction plans only. Any required bid documents and specifications will be the responsibility of the Owner or Additional Services.)** 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 – **NOT APPLICABLE** 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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S.O.P. 2003-10  
Date of Issue 10-16-03  
Rev. Date 10-16-14

**ATTACHMENT F**

Owner: City of Chattanooga, Tennessee

Engineer: **Arcadis U.S., Inc.**  
Project Number & Name: **Project No. T-14-006-101**  
**Community Development Block Grant (CDBG) Sidewalk Installation**

**RATE SCHEDULE**

**See Attachment F.1**



**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	Fee Basis	Percent Work to Date	Amount Billed	Previous Billed	This Invoice
							Billed
C03009-01	01 - Design	\$51,500.00	LS	55%	\$28,325.00	\$18,540.00	\$9,785.00
	02 - Survey	\$15,700.00	LS	0%	\$0.00	\$0.00	\$0.00
C03009-02	Barton Avenue and Brown Acres Golf Course Design	\$20,000.00	CP	12%	\$2,391.02	\$2,033.00	\$358.02
C03009-03	Permitting/Easement Assistance	\$5,000.00	CP	6%	\$291.08	\$0.00	\$291.08
C03009-04	Bidding/Construction Assistance	\$10,000.00	CP	0%	\$0.00	\$0.00	\$0.00
C03009-05	Misc. As-Requested Services	\$5,000.00	CP	7%	\$363.85	\$0.00	\$363.85
Total Contract Amount					\$107,200.00	\$31,370.95	\$20,573.00
<b>TOTAL THIS INVOICE</b>							<b>\$10,797.95</b>

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.

## 1. BASIC SERVICES

The project, Chattanooga Department of Transportation: Community Development Block Grant Sidewalk Program 2015, is specifically defined as follows:

**Wheeler Avenue:** The Wheeler Avenue improvements include an ADA compliant five-foot sidewalk with the inclusion of a six-inch header curb at various locations. The sidewalk will also include limited drainage improvements and retrofitting of existing drainage structures. The improvements are located on the east side of Wheeler Avenue between Citico Avenue and Wilcox Blvd. The proposed Wheeler Avenue sidewalk improvements total approximately 3,500 linear feet.

**Wilcox Blvd.:** The Wilcox Blvd. improvements include an ADA compliant five-foot sidewalk. The sidewalk will also include limited drainage improvements and retrofitting of existing drainage structures. The improvements are located on the south side of Wilcox Blvd. between Wheeler Avenue and Dodson Avenue. The proposed Wilcox Blvd. sidewalk improvements total approximately 1,000 linear feet.

**Camden Street:** The Camden Street improvements include an ADA compliant five-foot sidewalk with the inclusion of a six-inch header curb. The sidewalk will also include limited drainage improvements and retrofitting of existing drainage structures. The improvements are located on the south side of Camden Street between Roanoke Avenue and Dodson Avenue. The proposed Camden Street sidewalk improvements total approximately 1,000 linear feet.

**17<sup>th</sup> Street:** The 17th Street improvements include an ADA compliant five-foot sidewalk with the inclusion of a six-inch header curb. The sidewalk will also include limited drainage improvements, retrofitting of existing drainage structures, and railroad crossing. The improvements are located on the north side of 17th Street between Washington Street and Adams Street. The proposed 17th Street sidewalk improvements total approximately 500 linear feet.

The Engineer agrees to provide the following services.

**Design Phase**

Engineer shall:

1. Develop Project Design

a. Project Classification and Design Standards

The project will be designed in accordance with CDOT Design Policies and Procedures and Construction Specifications and any other applicable City of Chattanooga Standards and Specifications.

b. Roadway Quantities and Project Estimate

Roadway quantities will be included in the construction plans. A preliminary project estimate will be provided following the Preliminary Plans Field Review.

c. Utility Coordination

Plans will be provided to the utility owners at preliminary and final plans. Railroad coordination on 17<sup>th</sup> Street will not be included as part of the project and is considered an Additional Service.

d. Project Plans

Develop Project Plan sheets that follow the requirements of CDOT and the City's design and construction standards. Develop project plans for improvements along Wheeler Avenue, Wilcox Blvd., Camden Street and 17<sup>th</sup> Street.

Owner will provide survey data including existing topographic and planimetric information in electronic format (AutoCad or Microstation) in order to create an accurate representation of existing conditions for the project area. Owner will contact Tennessee One-Call to locate existing underground utilities. Owner will provide survey elevations sufficient to create an accurate three-dimensional model of the existing ground and provide information on survey control points for incorporating into design plans. The limits of the field surveys must be adequate to design the needed improvements.

- Preliminary Plans – Project plans shall include title sheet, typical sections sheets, general notes sheets, current / proposed layout sheets at a scale of 1 inch equals 20 feet, preliminary drainage improvements within the project limits, and sidewalk cross sections at 25-foot intervals. Conduct preliminary plans meeting for CDOT.
- Final Construction Plans – Project plans shall include title sheet, typical section sheets, general notes/detail sheets, quantity sheet, drainage summary sheet, present/proposed layout sheets at a scale of 1 inch equals 20 feet, final drainage improvements within the project limits, traffic control plans, erosion prevention and sediment control plans, and sidewalk cross sections at 25-foot intervals.

e. Final Construction Plans

Twenty sets of full-size plans and two half-size sets of plans will be distributed to the Owner.

f. Project Meetings

A total of two project meeting are anticipated. One meeting during the preliminary plans phase and one during final construction plans phase.

## **2. ADDITIONAL SERVICES**

Any work requested by the Owner that is not included in the Basic Services will be classified as Additional Services. Additional Services shall include, but are not limited to the following:

1. Any field surveys for design or construction purposes, including property boundary surveys, topographic surveys, as-built surveys, or utility surveys.
2. Construction Engineering and Inspection (CEI) services to monitor the project and complete all the necessary inspection, documentation and materials testing as required by TDOT.
3. Bidding and construction phase services.
4. Resident Project Representation (RPR)
5. Bidding Services
6. Traffic capacity analyses.

7. Railroad coordination on 17<sup>th</sup> Street sidewalk design.
8. Utility relocation design for sanitary sewer, water lines, gas lines, or any other public utilities.
9. Landscaping design.
10. Environmental permit fees.
11. Ecological investigations for wetlands or streams.
12. Additional sets of final construction plans and contract documents above the 20 sets included in the scope of work.
13. Services resulting from significant changes in the extent of the Project, including but not limited to changes in size, complexity, Owner's schedule, or character or construction or method of financing; and previously accepted studies, surveys, reports, design documents, or Contract Documents when such revisions are due to causes beyond Engineer's control.

### **3. REIMBURSABLE EXPENSES**

Reimbursable expenses are included in the lump sum price.

**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, a lump sum fee of \$29,500 is estimated. Payments shall be made monthly in amounts consistent with the amount of engineering services provided, as determined by the Engineer.

**Basis Services:**

**Design Phase**

Preliminary Plans	\$14,500
Final Construction Plans	\$15,000
<b>TOTAL BASIC SERVICES</b>	<b>\$29,500</b>

2. Additional services when authorized by the Owner will be on a cost-plus hourly basis. Cost plus services shall be at salary cost plus one hundred ten percent (110%) of salary cost plus direct non-salary expenses billed at cost plus ten percent (10%). Invoices will be payable monthly based on the Engineer's estimated percent complete.

Salary costs shall be defined as salaries and wages paid to all Arcadis personnel engaged directly on the project, including but not limited to, engineers, architects, surveyors, designers, drafters, specifications writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including but not limited to social security, unemployment, and other payroll taxes; health and retirement benefits; sick leave; vacation and holiday pay; and other group benefits. Direct non-salary expenses include subcontract, travel and subsistence, computer and CADD service charges, communications, field supplies, reproduction, and other project-related expenses.

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 1.50 times the rates listed (non-engineer time only).
4. Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of 15%. Charges for use of computer equipment or software, local travel, local telephone, project

photographs, miscellaneous supplies, and reproduction are not considered reimbursable charges. Allowable project-specific reimbursable expenses shall be outlined in Attachment A.

5. The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
6. The Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.
7. Invoices shall be submitted using the Standard Invoice form, Attachment G.

<b>Personnel Classification</b>	<b>(Fees per hour)</b>
Principal/Company Officer.....	\$250.00
Practice Manager/Project Director/Senior Project Manager.....	\$225.00
Project Manager/Department Manager.....	\$160.00
Professional Engineer/Architect/Designer 4.....	\$140.00
Professional Engineer/Architect/Designer 3/Senior Designer.....	\$130.00
Staff Engineer/Designer2.....	\$125.00
Designer/Technican1.....	\$95.00
Senior Professional Land Surveyor.....	\$150.00
Surveyor-In-Training (LSIT).....	\$80.00
2-Member Survey Crew.....	\$125.00
1-Member Robotic Survey Crew.....	\$100.00
Senior Clerical/Secretarial/Technical Editor/Document Control Clerk.....	\$75.00
Clerical.....	\$60.00
Drafter/CADD Operator.....	\$80.00
CADD Technician.....	\$75.00

**Reimbursable Expenses:** Reimbursable expenses are in addition to compensation for professional services and include out-of-pocket expenditures advanced in the interest of the project.

Automobile, Company, or Personal Car.....	<i>(per mile)</i> \$0.50
Travel, Subsistence, Postage, Long Distance Telephone, Outside Consultant, Reproduction, Communication, and Miscellaneous Expenses.....	cost + 15%
Per Diem Rate for Survey Personnel for Projects more than 100 miles from Chattanooga.....	\$100.00/day
Facsimile Transmission/Reception.....	\$0.25/page
Computer Machine Hours for CADD, Plotting Studies, and/or Analyses.....	<i>(per hour)</i> \$25.00
GPS Utilization Fee.....	<i>(per day)</i> \$100.00 <i>(per week)</i> \$350.00

**Invoicing:** Invoices shall be issued monthly for services rendered and are payable upon receipt. Invoices over 30 days past due are subject to 1.5 percent per month interest charge.

**Overtime Hours:** Where required or requested by Client or Program Manager; ARCADIS will bill all non-exempt employee overtime hours at a premium of 1.5 times the standard fee per hour shown.

**Rate Changes:** Scheduled rates for fees are valid through December 31, 2016. Rates may be increased after this date with written notification. Rates for reimbursable expenses are subject to change without notification.