

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE QUALIFICATIONS FOR THE ON-CALL BLANKET CONTRACT(S) FOR RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES, CONTRACT NO. E-16-001-401 FOR (1) AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE, INC.; (2) ARCADIS, US, INC.; (3) ASA ENGINEER AND CONSULTANTS, INC.; (4) BARGE, WAGGONER, SUMNER & CANNON, INC.; (5) CD TECHNICAL SERVICES; (6) CTI ENGINEERS, INC.; (7) MCGILL ASSOCIATES, P.A.; (8) S&ME, INC.; (9) THOMPSON ENGINEERING; (10) VAUGHN & MELTON CONSULTING ENGINEERS, INC.; AND (11) VOLKERT, INC. BASED ON THE FIVE (5) CATEGORIES OF MAJOR CONSTRUCTION DESIGNATION THAT EACH CONSULTANT QUALIFIED FOR, TO ENTER INTO ELEVEN (11), ONE (1) YEAR BLANKET CONTRACTS WITH THESE PROFESSIONAL FIRMS FOR THREE (3) ONE (1) YEAR RENEWABLE OPTIONS FOR PROFESSIONAL SERVICES ESTIMATED AT ONE MILLION DOLLARS (\$1,000,000.00) TOTAL ANNUALLY FOR ALL ELEVEN (11) PROFESSIONAL FIRMS FOR USE BY ALL DEPARTMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the acceptance of the qualifications for the on-call blanket contract(s) for Resident Project Representative (RPR) services, Contract No. E-16-001-401 for (1) AMEC Foster Wheeler Environment and Infrastructure, Inc.; (2) Arcadis, US, Inc.; (3) ASA Engineer and Consultants, Inc.; (4) Barge, Waggoner, Sumner & Cannon, Inc.; (5) CD Technical Services; (6) CTI Engineers, Inc.; (7) McGill Associates, P.A.; (8) S&ME, Inc.; (9) Thompson Engineering; (10) Vaughn & Melton Consulting Engineers, Inc.; and (11) Volkert, Inc. based on the five (5) categories of major construction designation that each consultant qualified for, to enter into eleven (11), one (1) year blanket contracts with these professional firms for three (3) one (1) year renewable options for professional services estimated at \$1 million total annually for all eleven (11) professional firms for use by all departments.

ADOPTED: _____, 2016

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: May 27, 2016

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. #

Council District #

TBD

A resolution to accept the Qualifications for the On-Call Blanket Contract(s) for Resident Project Representative (RPR) Services, Contract No. E-16-001-401, for (1) AMEC Foster Wheeler Environment & Infrastructure, Inc.; (2) Arcadis, US, Inc.; (3) ASA Engineer & Consultants, Inc.; (4) Barge, Waggoner, Sumner & Cannon, Inc.; (5) CD Technical Services; (6) CTI Engineers, Inc.; (7) McGill Associates, P.A.; (8) S&ME, Inc.; (9) Thompson Engineering; (10) Vaughn & Melton Consulting Engineers, Inc.; and (11) Volkert, Inc., based on the five (5) categories of Major Construction Designation that each consultant qualified for, to enter into eleven (11), One (1) Year Blanket Contracts with these professional firms for three (3) One (1) Year renewable options for Professional Services estimated at \$1,000,000.00 total annually for all eleven (11) professional firms for use by all departments.

Name of Vendor/Contractor/Grant, etc. See List Above

New Contract/Project? (Yes or No) Yes

Total project cost \$ 1,000,000.00

Funds Budgeted? (YES or NO) Yes

Total City of Chattanooga Portion \$ _____

Provide Fund TBD

City Amount Funded \$ _____

Provide Cost Center TBD

New City Funding Required \$ 0

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)

Funds for services will come from project specific capital projects.

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

**Professional Services for On-Call Blanket Contract(s) for
Resident Project Representative (RPR) Services**

Contract No. E-16-001-401

Five (5) Major Construction Designation Categories

Professional Services	Heavy Civil Projects	Linear Infrastructure	Municipal Building Projects	Park Projects	Green Infrastructure and/or Stream Relocation
AMEC Foster Wheeler	○	AMEC	○	AMEC	AMEC
Arcadis, US	Arcadis, US	Arcadis, US	○	Arcadis, US	Arcadis, US
ASA Engineers	○	ASA Engineers	○	ASA Engineers	ASA Engineers
BWSC	BWSC	BWSC	BWSC	BWSC	BWSC
CD Technical	○	CD Technical	CD Technical	CD Technical	CD Technical
CTI Engineers	CTI Engineers	CTI Engineers	CTI Engineers	CTI Engineers	CTI Engineers
McGill Associates, P.A.	McGill	McGill	○	○	○
S&ME	S&ME	S&ME	S&ME	S&ME	S&ME
Thompson Engineering	Thompson	Thompson	Thompson	Thompson	Thompson
Vaughn & Melton	○	Vaughn & Melton	○	Vaughn & Melton	Vaughn & Melton
Volkert	Volkert	Volkert	○	Volkert	Volkert
○	○	○	○	○	○

○ Represents did not submit for category.



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

Company name,

hereinafter called Consultant.

The Owner wishes to employ the Consultant to perform **professional** services for

Contract No.: E-16-001-401
Contract Name: On-Call Blanket Contract(s) for Resident Project Representative (RPR) Services

hereinafter called Project.

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

1. **EFFECTIVE DATE**

The effective date of this Agreement shall be _____.

2. **TERM**

This Agreement shall be effective for one (1) year from the Effective Date. This Agreement may be renewed for three additional terms of one (1) year each at the option of the Owner.

3. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.

4. **SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant 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.

5. **COMPENSATION**

Owner shall pay Consultant in accordance with the Attachment B, Compensation.

6. **OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

7. **SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements, shall be incorporated into this Agreement

8. **PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule, shall be incorporated into this Agreement.

9. **RATE SCHEDULE**



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The Consultant 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.

10. INVOICING

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

11. STANDARD OF CARE

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

12. INDEMNIFICATION

Consultant 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 to the extent arising out of Consultant's actual negligent performance of Services under this Agreement, including errors or omissions.

Owner hereby agrees to fully indemnify and hold harmless Consultant 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 Consultant 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.

13. INSURANCE

Consultant 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, Consultant 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.



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Notwithstanding any other provision of the Agreement, Owner waives any claim against Consultant and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant'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.

14. LIMITATIONS OF RESPONSIBILITY

Consultant 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 Consultant, 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 Consultant in Attachment A, Scope of Services.

15. OPINIONS OF COST AND SCHEDULE

Since Consultant 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, Consultant's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Consultant does not guarantee that costs will not vary from Consultant's cost estimates or that actual construction schedules will not vary from Consultant's projected schedules.

16. REUSE OF DOCUMENTS

All documents, including, but not limited to calculations, drawings, specifications, and computer software prepared by Consultant 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 Consultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by Owner shall entitle Consultant to compensation at rates to be agreed upon by Owner and Consultant.

17. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, calculations, drawings, specifications, and other documents prepared by Consultant as part of the Services shall become and be the sole property of Owner. However, both Owner and Consultant shall have the unrestricted right to their use. Consultant 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 Consultant.

18. RECORDS RETENTION AND AUDIT PROVISION

The term "Consultant" 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 Consultant or the Consultant's consultants, shall be made



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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 Consultant and its personnel to perform the obligations of this Agreement and the records of expenses incurred by the Consultant in its performance under said Agreement. The Consultant 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.

- 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 Consultant. The Owner may further audit any of Consultant'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 Consultant 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 Consultant. Documents shall be maintained by the Consultant, 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 Consultant 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 Consultant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant'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 Consultant 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.

19. 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



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performance of this Agreement for Owner's convenience upon written notice to Consultant. If termination or suspension is for Owner's convenience, Owner shall pay Consultant for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Consultant shall be made to Consultant's compensation.

20. DELAY IN PERFORMANCE

Neither Owner nor Consultant 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 Consultant 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 Consultant 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 Consultant, as set forth in Attachment E, Project Schedule, caused by circumstances which are within its control, such delays shall be documented on the Consultant's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Consultant. 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 Consultant is delayed in the performance of Services because of delays caused by Owner, Consultant shall have no claim against Owner for damages or contract adjustment other than an extension of time.

21. 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 Consultant 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 Consultant also agree that the discovery of unanticipated hazardous materials may make it necessary for the Consultant to take immediate measures to protect health and safety. Owner agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Consultant 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 Consultant harmless for any and all consequences of disclosures made by Consultant 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.

22. COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:



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Consultant:

Owner: City of Chattanooga
Department of Public Works
Engineering Division
Suite 2100, Development Resource Center
1250 Market Street
Chattanooga, TN 37402
(423) 643- 6188

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

22. WAIVER

A waiver by either Owner or Consultant 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.

24. 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 Consultant 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.

25. 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



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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.

26. INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Consultant. All prior and contemporaneous communications, representations, and agreements by Consultant, 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

27. SUCCESSORS AND ASSIGNS

Owner and Consultant 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.

28. ASSIGNMENT

Neither Owner nor Consultant 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 Consultant 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 Consultant employs independent consultants, associates, and subcontractors to assist in performance of the Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

29. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Consultant.

30. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Consultant, 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.

31. NON-DISCLOSURE

Consultant 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.

32. NON-DISCRIMINATION

Consultant agrees to comply with all federal, state, and local non-discrimination laws and regulations. Consultant agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Consultant further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.



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ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Consultant: **Company Name**

Project Number & Name: **Contract No. E-16-001-401
On-Call Blanket Contract(s) for Resident Project Representative (RPR)
Services**

SCOPE OF SERVICES

1. BASIC SERVICES –

1.1 The Consultant/Contractor has been selected For an On-Call Blanket Contract for Resident Project Representative (RPR) Services for the following Major Construction Designations; **a, b, c, d, and e. (Only include the ones you submitted for and have been qualified for).**

- a. **Heavy Civil Projects** – projects in this category include Waste Water Treatment Facilities, such as plant rehabilitation projects, pump station rehabilitation, etc.
- b. **Linear Infrastructure Projects** – projects in this category include New and Rehabilitation Projects for Sanitary Sewer Lines and Storm Drainage Lines, such as open trench replacement and/or new line extensions, CIPP rehabilitation, pipe bursting, mechanical boring and/or tunneling, etc.
- c. **Municipal Building Projects** – projects in this category include new building structures, rehabilitation of existing structures, along with demolition of structures. Respondents in this category shall have experience in all disciplines of the building industry, to include but not limited to, structural; concrete, steel and wood, plumbing, electrical, HVAC, roofing, etc.
- d. **Park Projects** – projects in this category may include New and/or Rehabilitation Projects of Parks, to include but not limited to Park Trails, Paths, Walkways, Playgrounds, Restroom Facilities, Pavilions, ADA Compliance, etc.
- e. **Green Infrastructure and/or Stream Restoration Projects** – projects in this category include New and/or Retrofit Projects, to include but not limited to Bio-swales, Road Side Bump Outs, Stormwater Planters, Green Roofs, Pervious Pavement Systems, Rain Gardens, Riparian



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Zone Restoration, Constructed Wetlands, Channel Modifications, Step Pools, Engineered Log Jams, etc.

2. SPECIFIC SCOPE OF WORK –

- 2.1 The Consultant/Contractor shall provide services during the construction phase of the projects on an as needed basis to be determined on a project by project basis. Projects may be full time representation or part time as to be determined by the City, on a project by project basis.
- 2.2 The Consultant/Contractor shall provide services during the Construction process of the project(s) to include but not limited to the following.
- 2.2.1 Preparation and attendance for the Preconstruction Conferences, by reviewing the plans and specifications, and visiting the proposed construction site.
- 2.2.2 The RPR shall monitor the work on a daily basis or as determined by 2.1 above, to determine if the project is being built to the plans and specifications. Such items may include but not limited to as follows:
- a. The construction stakes to determine if line and grade appear to be correct.
 - b. The construction stakes to determine if widths and/or depths appear to be correct.
 - c. The construction stakes to determine if building corners appear to be correct.
 - d. Verification of materials being used. That they are in accordance with the specifications and/or approved submittals.
 - e. Measurements of widths of trench to be in accordance with Standard Drawings.
 - f. Measurements of depth of material layers are in compliance with specifications, such as thicknesses of lifts specified for placement for compaction.
 - g. Measurements and placement of reinforcing steel in cast-in-place structures to insure the proper center to center measurements, bar diameters, overlap length and number of bars placed in accordance with the plans.
 - h. Observation of placement of concrete material, as to compliance with specifications for placement with, chutes, pumps, vibrators, etc. Also to include monitoring of the testing technicians and their equipment as they perform their testing for slump, air content, add mixtures, addition of water at site, etc. and for the concrete provider for working gauges, etc. RPR shall require additional testing if the material is tampered with once the test are performed. Example, if the finishers add water to the load after the material is tested.



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- i. RPR shall review truck tickets to determine the time the material has been in the truck and that it is in accordance with specifications. If the material does not meet the requirements for time in truck, air content, slump, design strength, etc. the RPR shall reject the material and send it back to the plant.
- j. Measurement of items such as trench rock and/or excavated rock for the roadway, so as to determine the volume for pay calculations.
- k. Placement of asphaltic material that layers are in the thickness per the plans, that they meet the specified asphalt mixture, temperature of the material coming out of the truck and being placed, air and ground temps during cold weather, placement of prime and tack coats, etc. If the material does not meet the specification the inspector shall reject the load and send it back to the plant.
- l. RPR shall visually observe items such as concrete pipe to insure that the bell and spigot haven't been damaged during delivery, if so reject and send back to plant. In addition monitor to make sure contractor doesn't damage pipe during unloading and/or during installation. In this case the RPR shall mark the pipe as rejected and it should be used as cut pieces or culled.
- m. RPR shall visually observe Items such as PVC pipes for conduits, irrigation lines, water lines, sewer lines, etc. shall all be new pipes that are not overly exposed to UV rays, have not been crushed, pinched, punctured or any other damage either during shipment, unloading and/or placement, and if so then shall be rejected and returned and/or marked rejected and not used.
- n. RPR shall observe the installation of sanitary sewer lines to ensure proper installation. Then later shall be present when the pipes are pressure tested, deflection tested, and videoed to determine proper installation. See Section 2-15064-B Polyvinyl Chloride (PVC) Sewer and Service Pipe, Section 2-15062 Ductile Iron Piping and Ductile Iron and Cast Iron Fittings, or other pipe material so specified. In addition, all manholes shall be visually inspected during installation, and vacuum tested to insure air tightness. Failure of any of these tests shall require rejection of the line and/or manholes and corrections made. See Section 2-02560 Manholes.
- o. RPR shall review all test results to determine if the material failed in strength, compaction, etc. Inspector shall know the location of the tested material in the case it is determined that it should be removed.
- p. RPR shall measure the unit quantities for bid item to determine the quantities for the monthly pay request.
- q. RPR shall also keep up with all stored material, so that it gets properly quantified as it is moved from stored material to the unit pay item.
- r. The RPR shall keep daily logs for the project to include weather data, work performed that day, equipment used and idled, manpower of the contractor, subcontractors, utility company employees and/or subcontractors, etc.



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- s. **Other responsibilities may be required as determined by the specific project requirements of the five (5) construction designations, and to be determined on a project by project basis.**

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services.

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:



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ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Consultant: **Company Name**

Project Number & Name: **Contract No. E-16-001-401
On-Call Blanket Contract(s) for Resident Project Representative (RPR)
Services**

COMPENSATION

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

- For the Basic Services described in Attachment A, and line itemed below. Payments shall be made monthly in amounts which are consistent with the amount of professional services provided, as determined and agreed upon by the Consultant and the City Project Manager.

RPR Services	Fee Cost	Project Fee
	\$\$	\$\$

\$\$ - (To be determined on a project by project basis, using the agreed upon Attachment F Rate Schedule for each Consultant Firm)

- 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.

Supplemental Services:

Other Supplemental Services as Required (TBD)	Cost-Plus	\$\$
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- Hourly rates for each classification as defined by the Consultant's rate schedule, see Attachment F. Overtime, when authorized by the Owner, will be billed at **1.5** times the rates listed (non-engineer time only).
- Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of **15%**. Charges for use of computer equipment or software, local travel, local telephone, project photographs, miscellaneous supplies, and reproduction are not considered reimbursable charges. Allowable project-specific reimbursable expenses shall be outlined in Attachment A.
- The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
- The Consultant shall keep records on the basis of generally accepted accounting practice of costs



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and expenses which records shall be available for inspection at all reasonable times.

7. Invoices shall be submitted using the Standard Invoice form, Attachment G.



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ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Consultant: **Company Name**

Project Number & Name: **Contract No. E-16-001-401**
On-Call Blanket Contract(s) for Resident Project Representative (RPR)
Services

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Consultant, the following:

1. Make available to the Consultant 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 Consultant and render decisions promptly to prevent delay to the Consultant.
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 Consultant's services.
4. Issue Notice(s) to Proceed to the Consultant 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 Consultant to perform the work set forth in this Agreement. Owner will notify any and all possessors of the project site that Consultant has been granted free access to the site. Consultant 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 Consultant of findings relative to the possible presence of such materials.
8. Owner, at the time deemed necessary by the owner, will execute a Work Order to notify the consultant that they have been selected for a specific project, at which time a specific scope and value of contract will be negotiated.



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ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Consultant: **Company Name**

Project Number & Name: **Contract No. E-16-001-401**
On-Call Blanket Contract(s) for Resident Project Representative (RPR)
Services

SUPPLEMENTAL AGREEMENTS

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



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ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Consultant: **Company Name**

Project Number & Name: **Contract No. E-16-001-401
On-Call Blanket Contract(s) for Resident Project Representative (RPR)
Services**

PROJECT SCHEDULE

Owner and Consultant 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, Consultant has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Consultant 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. Consultant shall not be responsible for the time required by Owner's representative to review Consultant's submittal. When review is complete, Owner shall, in writing, authorize Consultant to proceed to the next submittal date. After final submittal date, Consultant and Owner shall meet to evaluate Consultant's performance with regard to design schedule. An Consultant's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Consultant. 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: Shall be on a Project by Project Basis, as needed.

1. It is understood and agreed that the Consultant shall start the performance of Services within 5 days of receipt of a written Notice to Proceed and shall complete the work in accordance with the contract times set forth herein and as part of a future Work Order, so dictates.



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ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Consultant: **Company Name**

Project Number & Name: **Contract No. E-16-001-401**
On-Call Blanket Contract(s) for Resident Project Representative (RPR)
Services

RATE SCHEDULE

See the Agreed and Approved attached Rate Schedule for each Consultant.



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ATTACHMENT G

STANDARD INVOICE

Indicates MANDATORY item

CONSULTANT LETTERHEAD

ATTN: City Project Manager
 REF: Project Name
 CODE: Consultant Project Number
 PO: City Project Number in format S-02-001-101

Provided by City

TERMS: Net 25 days
 DUE: 08/01/03

 INVOICE

Must be Sequential Number

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

Invoice Number 5
 Dated 07/07/03

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

This Breakdown must list each item of the Contract.

Consultant Project No.	Description	Fee	Fee Base	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	
TOTAL THIS INVOICE							\$10,797.95

Must Match Contract Amount

Prior Invoices	\$20,573.00
This Invoice	\$10,797.95
Payments	-\$20,573.00
Balance on Account	\$10,797.95

NOTE:

- There shall be only one invoice per contract per billing period.
- Any necessary details should be attached as backup.