

RESOLUTION NO. 28944

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF TRANSPORTATION TO ENTER INTO AN AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. RELATIVE TO CONTRACT NO. T-14-021-101 FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE RIVERWALK IV EXTENSION, IN THE AMOUNT OF TWO HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$215,800.00), WITH A CONTINGENCY AMOUNT OF THIRTY-TWO THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$32,370.00), FOR A TOTAL AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY DOLLARS (\$248,170.00).

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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 Barge, Waggoner, Sumner & Cannon, Inc. relative to Contract No. T-14-021-101 for professional services associated with the Riverwalk IV Extension, in the amount of \$215,800.00, with a contingency amount of \$32,370.00, for a total amount of \$248,170.00.

ADOPTED: February 21, 2017

/mem



# CITY OF CHATTANOOGA

## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

SOP 2003-7  
Date of Issue 10-16-03  
Rev. 02-07-14

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

**Barge Waggoner Sumner & Cannon, Inc.**

hereinafter called Consultant.

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

**Contract T-14-021 - Riverwalk IV Extension**

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. **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 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.

4. **COMPENSATION**

Owner shall pay Consultant 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 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.

9. **INVOICING**

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

10. **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 engineer under similar circumstances in the same area of practice. Consultant makes no warranty or guarantee, either expressed or implied, as part of this agreement.

11. 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.

12. 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 \$3,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$3,000,000 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.

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 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.

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 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.

19. 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.



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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.

### 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 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.

### 21. COMMUNICATIONS

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

**Consultant:**            **Barge Waggoner Sumner & Cannon, Inc.**  
1110 Market Street, Suite 200  
Chattanooga, TN 37402  
(423) 756-3025

**Owner:**                **City of Chattanooga**  
**Department of Transportation**  
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 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.

### 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:



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- 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.

### 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 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.

### 26. 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.

### 27. 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.

### 28. THIRD PARTY RIGHTS

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

### 29. RELATIONSHIP OF PARTIES

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



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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.

30. 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.

31. 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.

32. DRUG FREE WORKFORCE

Consultant certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1990.

33. FEDERAL OR STATE FUNDING

In the event that the Project is funded in whole or in part by Federal or State grants, Consultant agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement.

_____	Date	_____	Administrator of Transportation	_____	Date
_____	Date	_____	Russell Moorehead, P.E.	1/31/17	Date
			Vice President		

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





# CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES ADMINISTRATIVE APVL

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## ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Consultant: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **T-14-021 - Riverwalk IV Extension**

Extension of Riverwalk from intersection of Middle Street at St. Elmo Avenue to intersection of St. Elmo Avenue at Tennessee Avenue. The facility will consist of a 12-foot wide concrete path on the shoulder of St. Elmo Avenue. The project will be coordinated with the improvements at the proposed Broad Street crossing to be constructed as part of the "Big Dig" and the storm water and sanitary sewer improvements on St. Elmo Avenue from W. 32<sup>nd</sup> Street to Broad Street ("Little Dig"). The scope presented is based on a construction budget of approximately \$1.9 million, and is based on the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects published by TDOT in March 2016.

## SCOPE OF SERVICES

### 1. BASIC SERVICES

The project is specifically defined below:

#### A. Construction Documents

BWSC proposes to prepare plans in accordance with the provisions of the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects published by TDOT in March 2016 to include:

- Chapter 5 Roadway Design Procedures
- Chapter 6.2 Utility Relocation and Railroad Procedures
- Chapter 6.3 Procedures for Railroad Involvement
- Chapter 8.1 Pre-Construction

It is estimated that the following plans sheets will be prepared with a project manual suitable for obtaining construction bids for the project:

#### INDEX AND STANDARD DRAWINGS (Per TDOT Roadway Design Checklist)

	<u>Estimated No. Of Plan Sheets</u>
Title Sheet	- 1 sheet
Roadway Index Sheet	- 1 sheet
Estimated Roadway Quantities	- 1 sheet
Typical Sections and Pavement Schedule	- 1 sheet
General Notes, Special Notes, and Scope of Work	- 3 sheets
Tabulated Quantities	- 1 sheet
Detail Sheets	- 2 sheets
Property Map and ROW Acquisition Tables	- 2 sheets
Present Layouts	- 5 sheets
** Proposed Layouts & Proposed Profile Mainline	- 9 sheets
Public Side Road and Ramp Profiles	- 1 sheet



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Private Drive, Business, and Field Entrance Profiles	- 1 sheet
**Drainage Maps	- 4 sheets
Erosion Prevention and Sediment Control (EPSC) Plans	- 12 sheets
Traffic Control Plans with Construction Phasing Note	- 2 sheets
Pavement Marking Plans & Signing Plans (including sign schedule and layout sheets)	- 4 sheets
Lighting Plans (including details and layout sheets)	- 4 sheets
Utilities Index, Utility Owners, and Utility Sheets	- 1 sheet
** Roadway cross-sections	- 10 sheets
Landscape Plans	- 12 sheets

\*\* Denotes plan sheets that have been previously prepared by City of Chattanooga staff that will be checked and verified in order to be utilized in the design set.

During the design process, BWSC proposes to provide TDOT, Railroad, and Utility coordination on an hourly basis as a supplemental service and separate from the design effort which is proposed on a lump sum basis.

### B. Geotechnical Exploration

The geotechnical subconsultant will conduct a subsurface exploration of the soil and groundwater conditions. They propose to drill soil test borings with Standard Penetration Tests according to ASTM D 1586. A summary of the test borings is shown below. Soil borings will be drilled to their planned depth, or auger refusal, whichever comes first. The drillers will log the soil samples and blow counts and check groundwater levels after drilling. Further, percolation testing will be performed in selected borings in the area of the proposed driveway loop and paver section of the Riverwalk. Finally, bulk soil samples will be collected from select borings for laboratory testing. For safety reasons, the borings will be backfilled before leaving the site.

Facility	Number of Borings	Boring Depth (feet)
RR Bridge South of Watson, Station 5+50 to 6+00	2	15
Short Retaining Wall, Station 6+50 to 8+00	2	15
Driveway Loop near Church, Station 13+50 to 15+50	2	10
Riverwalk, Station 18+00 to 23+00	2	10
RR Bridge South of Broad, Station 27+00 to 28+00	2	15
Riverwalk, Station 30+00 to 38+00	2	10
Riverwalk – Paver Section, Station 38+00 to 41+25	3	10
<b>Total Drilling</b>	<b>15</b>	<b>180</b>

Upon completion of the field and laboratory testing, a written report will be prepared outlining the findings and recommendations. The report will include the following information:

- o Description of the site conditions, topography, drainage, and geology;



- Description of subsurface soil conditions and the groundwater level;
- Percolation / infiltration test results;
- Comments concerning the presence of groundwater, soft soil, shallow rock, or other encountered conditions that may affect the design and construction activities;
- Recommendations for earthwork, site preparation, and fill and backfill compaction;
- Recommendations for canopy and retaining wall foundation design, including type, bearing strata and depth, and allowable bearing pressure;
- Recommendations for retaining wall design; and
- Recommendations for asphalt pavement design.

### C. Right of Way and Easement Exhibits

BWSC will prepare up to 5 right of way and construction easement documents for use by the City to acquire property rights in accordance with TDOT requirements to construct the project.

### D. TDOT Local Programs Coordination and City Project Coordination

On an as-requested basis (up to the budget limit for Supplemental Services), BWSC will coordinate with Regional Right of Way Coordinator, Utility Coordinator, and Headquarters Rail Coordinator prior to commencing any activities regarding this project. BWSC will commence project related activities in accordance with the direction provided by TDOT during this coordination. BWSC will support the Chattanooga DOT continue to coordinate with the TDOT Local Programs office as required by the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects throughout the project design, utility coordination, railroad coordination, bidding and construction phases. BWSC proposes to provide these services on an hourly basis. In addition, BWSC will coordinate with the City regarding the schedule and scope of the “Big Dig” project (as related to the Riverwalk IV Improvements) throughout design and prior to bidding the Riverwalk IV project. The proposed scope includes a total of six meetings with TDOT, one meeting with the railroad, and up to four hours per month for six months for routine project coordination.

### E. Limited Public Participation Support

On an as-requested basis (up to the budget limit for Supplemental Services), the BWSC team led by ALTA Planning staff members will support the City’s community engagement for the Riverwalk IV project. BWSC understands that the Chattanooga DOT may request assistance in conducting one public meeting, one South Broad meeting, and one neighborhood meeting. The proposed scope includes travel expenses for one ALTA staff member to attend each meeting.

### F. Limited Bid Assistance

BWSC proposes that the City of Chattanooga Purchasing Department lead the bid process. On an as-requested basis (up to the budget limit for Supplemental Services), BWSC proposes to provide limited bid assistance for a single bid phase for this project that may include:

1. Prepare advertisement for bids.
2. Attend pre-bid meeting.
3. Provide the Purchasing Department responses to Contractor questions.
4. Prepare certified bid tabulation.



## 2. SUPPLEMENTAL SERVICES

BWSC has included a budget for supplemental services in the event the Client requires additional professional services not within the basic services scope of the agreement. No additional service work will be conducted or billed unless authorized in writing by the Client. All work tasked as supplemental services shall be billed on a cost plus basis at BWSC standard hourly rates. The following services may be provided on an as-requested basis at our standard hourly rates:

### A. Limited Construction Administration Services

On an as requested basis (up to the budget limit for Supplemental Services) BWSC proposes to provide site visits by a competent Landscape Architect, Engineer or other design professional. Provide general consultation and advice to Owner during construction. Scope is based a construction period of 9 months. These services may include:

1. Preconstruction Conference.
2. Review and approval of contractor shop drawing submittals, progress schedule, and schedule of values.
3. Attend up to 9 construction progress meetings.
4. Review change order requests; prepare and issue change order as appropriate.
5. Provide necessary interpretations and clarifications of the contract documents

### B. CEI Services

The full scope of work proposed herein includes all CEI services required by TDOT of the CEI Consultant as described in Local Government Guidelines for the Management of Federal and State Funded Transportation Projects published by TDOT in March 2016 with the exception of:

- All employee interviews in relation to certified payrolls, Davis Bacon compliance or Disadvantaged Business compliance.
- All construction testing including testing of concrete, soil nuclear density testing, geotechnical testing of grades and subgrades.

BWSC CEI Staff responsibilities on this project include:

1. Preconstruction Conference: Attendance at the Preconstruction Conference. Verify the scope of work, schedule, and general requirements Discuss requirements of TDOT CEI with respect to administrative issues such as data to support progress, quality, pay requests, etc. Present any and all special requirements associated with the TDOT funding of the project. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.
2. Environmental (Erosion Control) Conference: TDOT requires an Erosion Control Conference that occurs immediately after the Preconstruction Conference. This conference will review all contract and TDOT requirements associated with the execution of the project. BWSC's CEI role in the conference will be discuss the quality requirements of contractors programs and processes relating to environmental compliance. Staff will assemble, file, and submit TDOT CEI documentation as required.



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3. **Environmental Construction Services:** BWSC's CEI role will be to review and observe contractors programs and processes relating to environmental compliance BWSC CEI Staff will provide oversight and monitoring as required for environmental issues that are known to exist along the route. These services include all Erosion Control/Sediment Prevention (ECSP) inspections, monitoring, and reporting. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.
4. **Attendance at Weekly meeting:** BWSC CEI Staff will attend, meetings every week with TDOT and City personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. BWSC CEI Staff will provide input to the process as it relates to TDOT CEI requirements. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Staff will also assemble, file, and submit TDOT CEI documentation as required.
5. **Project Administration:** Provide project administration and coordinate with the assigned TDOT Project Supervisor and Chattanooga DOT Project Manager. Prepare for and attend, when requested, any periodic inspections that may be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to TDOT Project Supervisor and Chattanooga DOT Project Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers will be supplied to the TDOT Project Supervisor and Chattanooga DOT Project Manager and be available at any time in the case of an emergency on the project. The Project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project. Staff will assemble, file, and submit as detailed above and any other required TDOT CEI documentation.
6. **Provide Construction Inspection Professionals:** Provide effective and qualified supervision of all inspection services being conducted by BWSC and sub-consultants. Field technicians will be certified in the applicable TDOT certification workshops. BWSC will provide:
  - A CEI Engineer/Manager responsible for CEI inspections and submittal of all CEI paperwork
  - A full-time CEI Field Inspector to monitor the project and assist in obtaining data for the CEI program including ECSP inspections, monitoring, and reporting.
  - Necessary and appropriate administrative, engineering, and landscape architecture staff to provide for construction inspection and documentation.
7. **Supplemental Agreements/Construction Change, Force Account, Value Engineering Change Proposal (VECP):** Notify the TDOT Project Supervisor and Chattanooga DOT Project Manager of the necessity of any Supplemental Agreements/Construction Changes. Review prices for additional pay items with the contractor for adherence to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the TDOT Project Supervisor and Chattanooga DOT Project Manager. Review the Supplemental



Agreement/Construction Change on the supplied standard form and submit to the TDOT Project Supervisor and Chattanooga DOT Project Manager for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the TDOT Project Supervisor and Chattanooga DOT Project Manager for analysis and distribution to the appropriate division(s). BWSC CEI Staff will assemble, file, and submit TDOT CEI documentation as required.

8. **Quality Assurance, Testing for Acceptance, and Training:** All construction testing including testing of concrete, soil nuclear density testing, geotechnical testing of grades and subgrades, will be performed by others. BWSC CEI Staff will be responsible for miscellaneous checking of material placement, dimensions and alignments to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, BWSC CEI Staff will receive the initial information from the contracted testing entity on forms supplied by the Department and City of Chattanooga and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by BWSC CEI Staff for conformity to the Specifications. The certification documents submitted to the Department and City of Chattanooga will also be reviewed for completeness and conformance to the Department's standard form of submission. BWSC CEI Staff will assemble, file, and submit TDOT CEI documentation as required.
  
9. **Progress Payments:** BWSC CEI Staff will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor. Quantities will be drawn from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The TDOT Project Supervisor and Chattanooga DOT Project Manager must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the TDOT Project Supervisor and Chattanooga DOT Project Manager for review and payment on a printout from the "Final Record Book" program provided by the Department. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimated "cutoff will be the last day of each month, except for the month of June with the submission of the quantities to the TDOT Project Supervisor and Chattanooga DOT Project Manager for review and payment by the sixth of each month. Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment. BWSC CEI staff will review the above requirements prior to recommendations for payment. Staff will then assemble, file, and submit TDOT CEI documentation as required.
  
10. **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the TDOT Project Supervisor and Chattanooga DOT Project Manager for processing. Staff will review such revisions for compliance with TDOT CEI requirements and assemble, file, and submit required TDOT CEI documentation.



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11. **Distribution of Correspondence:** Submit to the TDOT Project Supervisor and Chattanooga DOT Project Manager a copy of all correspondence between BWSC, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
  
12. **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by the Department and Chattanooga DOT or auditors. The records will be recorded on a standard form (field book) supplied or defined by the Department and Chattanooga DOT and/or on field inspection forms to be submitted to the Department. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. BWSC is not charged with the role of safety inspector, but expected to have unsafe issues corrected by the Prime Contractor. Document weekly (or as often as necessary) project traffic control on forms supplied by the Department and City of Chattanooga and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector including:
  - A record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)
  - Location and work performed by each contractor or subcontractor
  - Orders given the contractor
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
  - Days charged, with explanation if not charged
  - Equipment arriving or leaving the project, idle equipment
  - Any other details that may be important later in the project life
  
13. **Contractor's Payrolls, Contract Compliance:** BWSC CEI staff will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the TDOT Project Supervisor and Chattanooga DOT Project Manager prior to withhold payments.
  
14. **Reports:** A copy (electronic or paper) of all reports as required by the administration of the contract will be provided by the Department and City of Chattanooga prior to construction, or to others as directed or needed.



15. Final Records: Submit a compilation of project records in the Department's standard format to the Final Records Department and Hamilton Co. after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate BWSC hours after the project completion with the TDOT Project Supervisor and Chattanooga DOT Project Manager for approval.
16. Project Claims: Review documentation and assist in the defense of the Department and Chattanooga DOT, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract. Assemble, file, and submit TDOT CEI documentation as required
17. Utility Relocations: Utility relocation is subject to be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by the Department. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.

C. Woonerf Design

Upon receipt of authorization to proceed, BWSC will prepare design drawings in accordance with TDOT plan development requirements for a "shared space" woonerf on St. Elmo Avenue between Old Mountain Road and Tennessee Avenue. Proposed woonerf will include pervious pavers over compacted No. 57 stone base from face of building to face of building along the proposed corridor. The quantity of stone base will be developed to accommodate storm water "stay on" volume, if required.

3. REIMBURSABLE EXPENSES:

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

4. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- Suitable electronic base information of the project area is available and will be provided to BWSC in an acceptable electronic format that accurately depicts the existing features along the corridor;
- Client to assist with the gathering of existing data related to the project site;
- Access to the project sites will be provided by the City;
- Proposal based on project schedule provided during the scoping meeting conducted on September 9, 2016 and follow up meetings on December 21, 2016 and January 12, 2017;





- NEPA document has been completed and additional environmental assessments, wetland delineations are not anticipated to be needed or will be provided by others;
- The responsibilities of the Tennessee Department of Transportation on this project are:
  - TDOT Project Supervisor: Provide a project supervisor to oversee and coordinate with CEI Supervisor.
  - Offsite Fabrication Inspection: Provide inspection services for all materials manufactured off site (i.e. bridge beams, concrete pipe, etc.)
- TDOT, railroad, and utility coordination to be provided by Client with support from BWSC on an as requested basis as a supplemental service;
- Public participation effort to be provided by Client with support from BWSC on an as requested basis as a supplemental service;
- Public meetings in addition to those noted herein can be provided as a supplemental service;
- Limited Bid Assistance and CA services to be provided on an as-requested basis. It is understood and agreed that the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto;
- Bidding to be provided by City Purchasing Department;
- CEI Services are not proposed, but may be provided as an Additional Service;
- BWSC will be provided a copy of the storm and sanitary sewer design for the "Little Dig" project in a readily accessible electronic format including the drainage basin mapping for the storm inlets. Scope for this project is based on the storm and sanitary design for the "Little Dig" project not being implemented by the City. Storm drainage design is limited to that necessary to connect new curb and gutter to existing storm drainage facilities within the right-of-way of the corridor;
- Design of pedestrian level lighting along the Riverwalk is included;
- Way finding signage to match newest portion of Riverwalk signage;
- Design to include greenspace only at the intersection of 37<sup>th</sup> Street and Broad Street; Detailed park design for this location may be provided as an additional service;
- Preparation of erosion control plans and an "NOI" is included;
- Design of "off-street" parking lot for the church at 3418 St. Elmo Avenue is not included, but may be provided as an Additional Service;
- Design of off-site public or other utilities is not included;
- Foundation design for public art is not included but may be provided as an additional service;
- Preparation of up to five right of way and easement exhibits is included;
- All permit applications will be prepared by BWSC all permit fees to be paid the City or Contractor;
- Payment of building permit application and related fees is to be by others;
- Resolution of property, land acquisition, platting and zoning issues can be provided as a supplemental service on an as requested basis;
- Closure or special use of any existing ROWs is assumed to be by others;
- Coordination with stakeholders including meetings, tours, requests for information, request for graphics, or other tasks shall be provided on an as requested basis as a supplemental service;
- All concrete, earthwork, and structural steel testing will be furnished by others;
- Any field construction stake-out surveying or as-built surveying is by others;



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- All employee interviews in relation to certified payrolls, Davis Bacon compliance or Disadvantaged Business compliance by others;
- Record drawing preparation based upon markups prepared by the general contractor.



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## ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Consultant: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **T-14-021 - Riverwalk IV Extension**

## 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 **\$215,800.00**. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Consultant. Payment for the Contractor's services will be made in the following manner:

A. Construction Documents	\$167,500 Lump Sum
B. Geotechnical Services	\$ 9,000 Lump Sum
C. Right-of-Way and Easement Exhibits	\$ 5,000 Hourly
D. TDOT, Railroad, and Utility Coordination	\$ 12,000 Hourly
E. Public Participation	\$ 13,300 Hourly
F. Limited Bid Assistance	\$ 9,000 Hourly

- 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:

A. Limited Construction Administration Services	\$ 31,500 Hourly
B. CEI Services	\$240,000 Hourly
C. Woonerf Design	\$ 24,000 Hourly

- 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 and expenses which records shall be available for inspection at all reasonable times.
- Invoices shall be submitted using the Standard Invoice form, Attachment G.



**ATTACHMENT C**

Owner: City of Chattanooga, Tennessee

Consultant: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **T-14-021 - Riverwalk IV Extension**

**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. Schedule and manage public participation efforts;
9. Provide access to facilities and site;
10. Assist with the assimilation and collection of project data;
11. Provide review and comment in accordance with the city provided schedule.



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## ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Engineer: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **T-14-021 - Riverwalk IV Extension**

## 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.



**ATTACHMENT E**

Owner: City of Chattanooga, Tennessee

Engineer: **Barge Waggoner Sumner & Cannon, Inc.**

Project Number & Name: **T-14-021 - Riverwalk IV Extension**

**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. A 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: Consultant will make plan submittals to Owner based on the attached schedule:

1. It is understood and agreed that the Consultant 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.
2. Schedule initial coordination meeting with TDOT not later than 10-days after receipt of NTP.
3. Submit preliminary plans to TDOT not later than 60-days after TDOT coordination meeting.
4. Submit ROW field plan review plans not later than 60-days after receipt of preliminary plan review comments.
5. Submit design certification letter and final ROW plans to TDOT not later than 90-days after field plan review meeting.
6. Submit construction plans not later than 60-days after receipt of TDOT utility, railroad, and ROW certification.



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### ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: Barge Waggoner Sumner & Cannon, Inc.

Project Number & Name: T-14-021 - Riverwalk IV Extension

### RATE SCHEDULE

#### SCHEDULE OF STANDARD CHARGES HOURLY-RATE BASIS

Principal-In-Charge / Technical Advisor.....	\$215
Sr. Project Manager / Sr. Technical Leader / Quality Control.....	\$205
Sr. Technical Specialist .....	\$205
Sr. Professional Engineer IV / Project Manager II / Engineering Manager II.....	\$190
Sr. Professional Engineer III.....	\$185
Project Manager I / Engineering Manager I .....	\$175
Sr. Professional Engineer II.....	\$175
Sr. Professional Engineer I .....	\$150
Project Facilitator.....	\$150
Professional Engineer II.....	\$140
Professional Engineer I.....	\$125
Staff Engineer II .....	\$110
Designer III / Sr. Specialist.....	\$150
Designer II .....	\$120
Designer I .....	\$110
Staff Engineer I.....	\$100
CADD Technician II.....	\$100
CADD Technician I.....	\$90
Sr. Landscape Architect .....	\$140
Landscape Architect .....	\$110
Landscape Architect-In-Training .....	\$85
Sr. Registered Land Surveyor .....	\$130
Two-man Survey Crew .....	\$130
Registered Land Surveyor .....	\$100
Survey Technician w/ Robotic Instr. / GPS .....	\$85
One-man Surveyor w/Assistant .....	\$55
Resident Project Representative III .....	\$110
Resident Project Representative II.....	\$100
Resident Project Representative I .....	\$85
Project Administrator.....	\$90
Office Administrator .....	\$80
Administrative Support .....	\$75

**NOTE:** The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.



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## ATTACHMENT G

### STANDARD INVOICE

Indicates MANDATORY item

#### CONSULTANT LETTERHEAD

\*\*\*\*\*  
INVOICE  
\*\*\*\*\*

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

Must be Sequential Number

Invoice Number 5  
Dated 07/07/03

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

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

This Breakdown must list each item of the Contract.

Consultant Project No.	Description	Fee	Percent Work to Date	Amount Billed	Previous Billed	This Invoice Billed
C03009-01	01 - Design	\$51,500.00	LS 55%	\$26,325.00	\$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>

Must Match Contract Amount

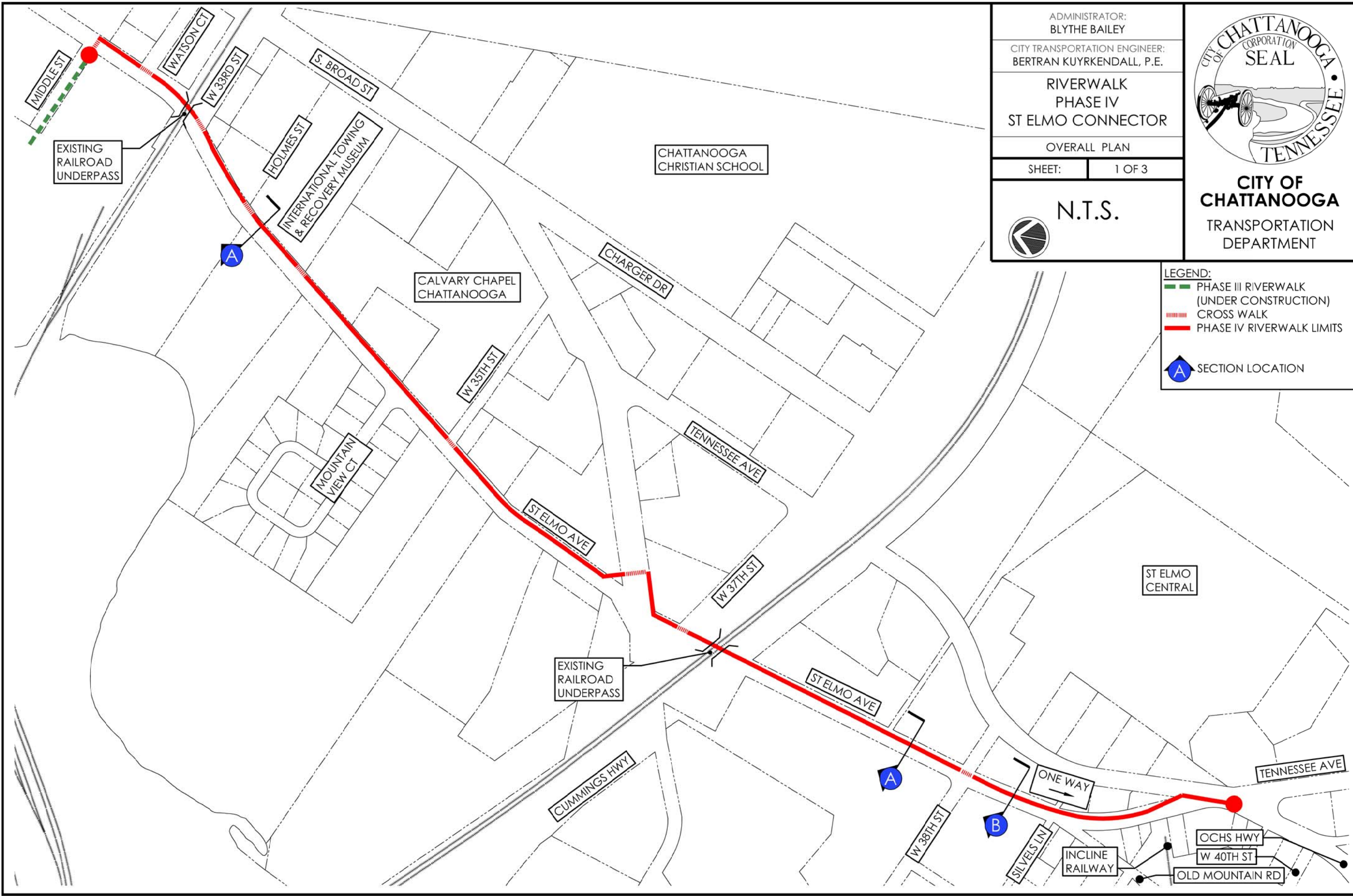
Prior Invoices	\$20,573.00
This Invoice	\$10,797.95
Payments	-\$20,573.00
Balance on Account	\$10,797.95

#### NOTE

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



T:\Design-Engineering\Projects\T-14-021 - Riverwalk IV (Middle St. to Incline Railway)\CAD\Riverwalk IV (Middle st to TN Ave) hyp sections.dwg Apr 20, 2015 - 6:25pm. sutton\_b



ADMINISTRATOR:  
BLYTHE BAILEY

CITY TRANSPORTATION ENGINEER:  
BERTRAN KUYRKENDALL, P.E.

RIVERWALK  
PHASE IV  
ST ELMO CONNECTOR

OVERALL PLAN





SHEET: 1 OF 3

N.T.S.




**CITY OF CHATTANOOGA**  
TRANSPORTATION  
DEPARTMENT

**LEGEND:**

-  PHASE III RIVERWALK (UNDER CONSTRUCTION)
-  CROSS WALK
-  PHASE IV RIVERWALK LIMITS
-  SECTION LOCATION