

RESOLUTION NO. 28999

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT FOR GRANT ADMINISTRATION SERVICES WITH THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT FOR TECHNICAL AND PROFESSIONAL ADMINISTRATIVE SERVICES FOR FIVE (5) CITY PROJECTS FINANCED THROUGH CLEAN WATER STATE REVOLVING LOAN FUND, FOR A TOTAL PROJECT COST NOT TO EXCEED THIRTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$35,500.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to enter into an Agreement for Grant Administration Services with the Southeast Tennessee Development District for technical and professional administrative services for five (5) city projects financed through Clean Water State Revolving Loan Fund, for a total project cost not to exceed \$35,500.00.

The projects are listed below:

- 1) W-09-006, South Chick PS Phase II and Spring Creek PS Upgrade;
- 2) W-12-026, DuPont PS and Basin Improvements Phase II;
- 3) W-14-006, MBWWTP Secondary Clarifier Upgrades and Additions;
- 4) W-15-002, Friars Branch-South Chick Creek 5 Interceptor Rehab; and
- 5) W-16-017, MBWWTP Solids Process Opt. Impl. Phase II (Thickener Upgrade).

ADOPTED: April 18, 2017

/mem

Agreement for Grant Administration Services
MBWWTP Solids Process Opt. Impl. - Phase 2 (Thickener Upgrade)

THIS AGREEMENT, entered into as of March 22, 2017 by and between the City of Chattanooga, (hereinafter called the "City") and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the MBWWTP Solids Process Opt. Impl. - Phase 2 (Thickener Upgrade) funded with the State Revolving Loan Fund (SRLF) from the Tennessee Department of Environment and Conservation.

WHEREAS, the SRLF does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer state funded projects:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner the following services:
 - a. Set up Davis Bacon related record keeping files for the City.
 - b. Assist in any necessary documentation of project assurances, certifications, and job creation.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The Utility agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this

Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by any funding agency, the Comptroller of the Treasury, the City or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

7. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed \$3,500.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.



Witness

By: 
Justin Holland, Administrator of Public Works
City of Chattanooga

Witness

By: _____
Beth Jones, Executive Director
Southeast Tennessee Development District

Agreement for Grant Administration Services

CITY OF CHATTANOOGA

STATE REVOLVING LOAN FUND

SEWER SYSTEM IMPROVEMENTS PROJECT

FOR THE SPRING CREEK INTERCEPTOR PROJECT

THIS AGREEMENT, entered into as of November 29, 2016 by and between City of Chattanooga, (hereinafter called the "City") and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the **Spring Creek Interceptor Project** funded with the State Revolving Loan Fund (SRLF) from the Tennessee Department of Environment and Conservation.

WHEREAS, the SRLF does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer state funded projects:

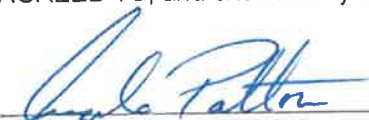
NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner the following services:
 - a. Set up Davis Bacon related record keeping files for the City.
 - b. Assist in any necessary documentation of project assurances, certifications, and job creation.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The Utility agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and

documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by SRLF, the Comptroller of the Treasury, the City or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

7. It is expressly understood and agreed that in no event will reimbursement to be paid hereunder exceed \$3,500.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.

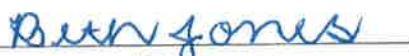


Witness

By: 
Justin Holland, Administrator of Public Works
City of Chattanooga



Witness

By: 
Beth Jones, Executive Director
Southeast Tennessee Development District

Agreement for Labor Compliance Administration Services

STATE REVOLVING LOAN FUND
FRIAR BRANCH SOUTH CHICK CREEK 5 INTERCEPTOR

THIS AGREEMENT, entered into as of November 29, 2016 by and between City of Chattanooga , (hereinafter called the "Utility") and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the Utility desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection **Friars Branch- South Chick Creek 5 Project** being financed through a Clean Water State Revolving Loan Fund (SRLF) from the Tennessee Department of Environment and Conservation.

WHEREAS, the SRLF does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer state funded projects:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Utility hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner the following services:
 - a. Set up Davis Bacon related record keeping files for the Utility.
 - b. Assist in any necessary documentation of project assurances, certifications, and job creation.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The Utility agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by SRLF, the Comptroller of the Treasury, the Utility or their duly appointed representatives. The records shall be maintained at


no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

7. It is expressly understood and agreed that total compensation for said project will be \$7,500 to be paid at the end of construction.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Utility shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the Utility and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.

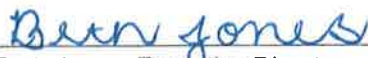


Witness

By: 
Justin Holland, Administrator of Public Works
City of Chattanooga



Witness

By: 
Beth Jones, Executive Director
Southeast Tennessee Development District

Agreement for Labor Compliance Administration Services

STATE REVOLVING LOAN FUND MBWWTP SECONDARY CLARIFIER UPGRADES PROJECT

THIS AGREEMENT, entered into as of November 29, 2016 by and between City of Chattanooga , (hereinafter called the "Utility") and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the Utility desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection the **MBWWTP Secondary Clarifier Upgrade Project** being financed through a Clean Water State Revolving Loan Fund (SRLF) from the Tennessee Department of Environment and Conservation.

WHEREAS, the SRLF does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer state funded projects:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Utility hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner the following services:
 - a. Set up Davis Bacon related record keeping files for the Utility.
 - b. Assist in any necessary documentation of project assurances, certifications, and job creation.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The Utility agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by SRLF, the Comptroller of the Treasury, the Utility or their duly appointed representatives. The records shall be maintained at

no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.


7. It is expressly understood and agreed that total compensation for said project will be \$7,500 to be paid at the end of construction.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Utility shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the Utility and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.


Witness

By: 
Justin Holland, Administrator of Public Works
City of Chattanooga


Witness

By: 
Beth Jones, Executive Director
Southeast Tennessee Development District

Agreement for Grant Administration Services
CITY OF CHATTANOOGA
STATE REVOLVING LOAN FUND
SEWER SYSTEM IMPROVEMENTS PROJECT
FOR THE DUPONT PUMP STATION AND BASIN IMPROVEMENTS, PHASE 2

THIS AGREEMENT, entered into as of March 22, 2017 by and between City of Chattanooga, (hereinafter called the "City") and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the **Dupont Pump and Basin Improvements, Phase 2 Project** funded with the State Revolving Loan Fund (SRLF) from the Tennessee Department of Environment and Conservation.

WHEREAS, the SRLF does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer state funded projects:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner the following services:
 - a. Set up Davis Bacon related record keeping files for the City.
 - b. Assist in any necessary documentation of project assurances, certifications, and job creation.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The Utility agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall

be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by SRLF, the Comptroller of the Treasury, the City or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

7. It is expressly understood and agreed that in no event will reimbursement to be paid hereunder exceed \$7,500.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.

City of Chattanooga

Witness

By: _____
Justin Holland, Administrator of Public Works

Southeast Tennessee Development District

By: Beth Jones
Beth Jones, Executive Director

[Signature]
Witness

City of Chattanooga
Agreement for Grant Administration Services - Exhibit 1
 Project Listing for SRF Loans 307 and 318
 STATE REVOLVING LOAN FUND - SEWER SYSTEM IMPROVEMENTS PROJECT

City Contract No.	SRF Loan No.	Project Name	Consultant / Contact	Consultant Phone
W-10-004-101	307	East Brainerd Collection - PS Upgrade	Jacobs Chris Palmer	(423) 779-3075
W-10-012-101	307	Telemetry and SCADA Upgrades	Volkert Chris Davis	(423) 842-3335
W-11-007-102	307	MBWWTP Disinfection Improvements	Barge Waggoner David Bible	(423) 756-3025
W-11-012-101	307	MBWWTP Screening Improvements	Hazen and Sawyer Stephen King	(615) 783-1515
W-09-011-101	318	Orchard Knob PS Improvements	Arcadis Robert McCollum	(423) 756-7193
W-12-023-10	318	Chattanooga Creek Interceptor	Burns and McDonnell Matt Bracewell	(770) 510-4541
W-12-025-101	318	Tannery Flats Interceptor Rehab	HDR Justin Bolender	(423) 414-3559
W-12-027-101	318	Friars Branch Pump Station Upgrade	Arcadis Robert McCollum	(423) 756-7193
W-12-028-101	318	Focused SSES and Rehab - Dobbs Branch 3	HDR Justin Bolender	(423) 414-3559
W-12-030-101	318	Highland Park Sewer Rehab	Volkert Chris Davis	(423) 842-3335
W-09-013-101	318	Collegedale Basin PS Improvements	Barge Waggoner Russell Moorehead	(423) 756-2035
W-12-017-101	318	MBWWTP Hydraulic and Pump Improvements	Hazen and Sawyer Stephen King	(615) 783-1515
W-12-021-101	318	Focused SSES and Rehab - South Chick Creek 5	Brown and Caldwell Tazio Qubeck	(615) 250-1281
W-12-022-101	318	Focused SSES and Rehab - South Chick Creek 1	Littlejohn Engineering Scott McDonald	(423) 954-1055
W-12-024-101	318	Focused SSES and Rehab - Chattanooga Creek 4	CDM Smith Andrew Romanek	(423) 771-4495
W-12-026-101	318	DuPont PS and Basin Improvements - Phase 1	CTI Allen Stephens	(423) 267-7613
W-12-029-101	318	Friars Branch Basin Improvements	Parsons Brinckerhoff Tom Roberts	(615) 340-9192

RESOLUTION NO. 27203

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT FOR TECHNICAL AND PROFESSIONAL ADMINISTRATIVE SERVICES FOR EIGHT (8) CITY PROJECTS FINANCED THROUGH A CLEAN WATER STATE REVOLVING LOAN FUND, FOR A TOTAL PROJECT COST IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator of the Department of Public Works to enter into an agreement with the Southeast Tennessee Development District for technical and professional administrative services for eight (8) City projects financed through a Clean Water State Revolving Loan Fund, for a total project cost in the amount of \$20,000.00.

ADOPTED: August 14, 2012.

/mms

Agreement for Grant Administration Services

CITY OF CHATTANOOGA
STATE REVOLVING LOAN FUND
SEWER SYSTEM IMPROVEMENTS PROJECT

THIS AGREEMENT, entered into as of June 18, 2014 by and between City of Chattanooga, (hereinafter called the "City") and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the projects listed on the attached Exhibit 1 being financed through a Clean Water State Revolving Loan Fund (SRLF) from the Tennessee Department of Environment and Conservation.

WHEREAS, the SRLF does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer state funded projects:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner the following services:
 - a. Set up Davis Bacon related record keeping files for the City.
 - b. Assist in any necessary documentation of project assurances, certifications, and job creation.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The Utility agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.

5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by SRLF, the Comptroller of the Treasury, the City or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
7. It is expressly understood and agreed that in no event will reimbursement to be paid hereunder exceed \$2,500 per prime contractor with the maximum sum of the total compensation not exceeding \$25,000 for grant administrative costs, which are project eligible expenses.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.

City of Chattanooga

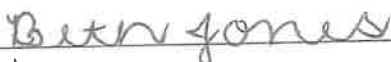
By: 
Donald L. Norris
Public Works Administrator

Date: 6/19/14

Witness: 

Date: 6/19/14

Southeast Tennessee Development District

By: 
Beth Jones
Executive Director

Date: 6/24/2014

Witness: 

Date: 6/24/2014