

RESOLUTION NO. 29170

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO A ONE (1) YEAR AGREEMENT WITH MATERIAL MATTERS, INC. FOR PROFESSIONAL SERVICES RELATED TO THE BIOSOLIDS DATA MANAGEMENT SYSTEM AND TO PROVIDE ALL SERVICES LISTED HEREIN, FOR AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$44,925.00).

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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 Public Works to enter into a one (1) year agreement with Material Matters, Inc. for professional services related to the Biosolids Data Management System and to provide all services listed herein, for an amount not to exceed \$44,925.00.

ADOPTED: September 12, 2017

/mem



# CITY OF CHATTANOOGA

## BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT

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

**Material Matters, Inc.**, hereinafter called “Consultant”.

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

**Biosolids Data Management System**, 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 the date signed by the City’s signatory.

**2. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga. Any suit filed in relation to this matter shall be filed in a court of competent jurisdiction in Hamilton County, Tennessee.

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

Consultant shall perform the Services described in Attachment A, Scope of Services, which shall be incorporated by reference into this Agreement.

**4. COMPENSATION**

Owner shall pay Consultant in accordance with the Attachment B, Compensation, which shall be incorporated by reference into this Agreement.

**5. OWNER’S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner’s Responsibilities, which shall be incorporated by reference into this Agreement.

**6. TERM OF AGREEMENT**

The provisions set forth in Attachment D, Term of Agreement, shall be incorporated by reference into this Agreement.

**7. RATE SCHEDULE**

The Consultant shall provide a schedule of standard hourly rates for all employees. This schedule shall be incorporated into the agreement as Attachment E.

**8. INVOICING**

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



# CITY OF CHATTANOOGA

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### 9. 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.

### 10. 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.

### 11. INSURANCE

Consultant shall purchase and maintain during the life of this Agreement insurance coverage, which will satisfactorily insure against claims and liabilities, which may arise because of the execution of this Agreement, with the minimum insurance coverages as follows:

- |                                     |   |
|-------------------------------------|---|
| a. Workers Compensation Insurance   | Statutory, with a limit of \$500,000 for each accident  |
| b. Professional Liability Insurance | \$1,000,000 for each claim and aggregate  |
| c. Comprehensive General Liability  | \$1,000,000 with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate. |
| d. Automobile Liability Insurance   | \$1,000,000 for each accident, combined single limit for bodily injury and property damage.           |

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. Consultant shall notify City at least thirty (30) days in advance of any cancellation of insurance, changes in insurance carriers, or any actions relative to the above insurance requirements. 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 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.



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#### 12. LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for the failure of any consultant, subconsultant, 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.

#### 13. 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.

#### 14. 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.

#### 15. 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. All records must be made available to the Owner at the end of the contract period. The Consultant shall maintain and protect these records for no less than seven (7) years after the completion of 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 obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subconsultants or suppliers of goods or services to



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the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the Owner.

- d. 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.
- e. 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.

#### 16. 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.

#### 17. DELAY IN PERFORMANCE

Neither Owner nor Consultant shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Consultant under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Consultant is delayed in the performance of the services for more than 365 calendar days, either by the Owner or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred. For delays in performance by Consultant 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.



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### BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT

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#### 18. 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 may constitute a changed condition. In that event, either party may compel a renegotiation of the scope of work. Or, upon mutual agreement, termination of services may occur.

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 Consultant agrees to inform the property owner and City of the discovery of unanticipated hazardous materials or suspected hazardous materials.

#### 19. COMMUNICATIONS

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

**Consultant:**           **Material Matters, Inc.**  
P. O. Box 224  
Elizabethtown, PA 17022  
(717) 367-9697

**Owner:**               **City of Chattanooga Department of Public Works**  
Waste Resources Division  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
(423) 643-7400

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

#### 20. 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.

#### 21. DISPUTE RESOLUTION

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expenses of mediations.



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### BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT

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- 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.

#### 22. 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.

#### 23. SUCCESSORS AND ASSIGNS

Owner and Consultant each bind 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.

#### 24. 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 subconsultants to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Consultant employs independent consultants, associates, and subconsultants to assist in performance of the Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subconsultants so employed.

#### 25. THIRD PARTY RIGHTS

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

#### 26. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Consultant, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.



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**27. 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 subconsultants who require such information to perform the services specified in this agreement.

**28. 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.

**29. 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.

**30. 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 THEREOF, Owner and Consultant have executed this Agreement.

\_\_\_\_\_  
 Administrator, Public Works Department  
 City of Chattanooga

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Material Matters, Inc.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Purchasing Director  
 City of Chattanooga

\_\_\_\_\_  
 Date

Reviewed by City Attorney Office \_\_\_\_\_





**CITY OF CHATTANOOGA**  
**BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT**

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**ATTACHMENT A**

Owner: City of Chattanooga, Tennessee  
Consultant: **Material Matters, Inc.**

Project Name: **Biosolids Data Management System**

**SCOPE OF SERVICES**

A. General Scope of Work

1. The Consultant shall provide all labor, benefits, equipment, materials, insurance, transportation, and other related services required in connection with the development and implementation of the City's biosolids data management system.
2. The Consultant shall meet all necessary biosolids data requirements from all federal, state, and local regulatory agencies related to the land application disposal of the City's biosolids.
3. The Consultant shall format all reports and certifications as required by all applicable EPA and/or State regulations for land application.

B. Specific Scope of Work

1. The Consultant shall provide a biosolids data management system software application (Application) that will seamlessly assimilate the City's biosolids handling, transportation, and land application program both at the MBWWTP and the land-application contractor's remote office.
2. The Application shall be developed using Microsoft's Access relational database software, version 2000 or later.
3. The Consultant shall provide any 3<sup>rd</sup>-party software necessary to make the Application work efficiently and effectively.
4. The Application shall include the capability to print/archive data output in PDF (Adobe Acrobat) file format.
5. The Application shall have the following functional (i.e. computational and data storage) capabilities:
  - a. Calculate and track Cumulative Pollutant Loading Rate (CPLR) in accordance with USEPA guidance found in "A Guide for Land Appliers on the Requirements of the Federal Standards for the Use of Disposal of Sewage Sludge, 40 CFR Part 503", Appendix B, *Worksheet for Tracking Cumulative Pollutant Loading Rates* (EPA/831-B-93-002b), December, 1994) and that satisfies the City's requirements.



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### BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT

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- b. Calculate by Tennessee Department of Environment and Conservation (TDEC), Alabama of Environmental Management (ADEM) and Georgia Environmental Protection Department (GEPD) protocol the biosolids nitrogen loading rate using crop type, crop yield goal, biosolids analytical results and application method data while accounting for other applied nitrogen sources;
  - c. Calculate, pending final guidance from TDEC, ADEM, and GEPD, biosolids loading rate based upon crop phosphorus requirements and indexed phosphorus source availability;
  - d. Ability to import data electronically from external sources (e.g. analytical laboratory data; biosolids production data, and contractor land application data) provided an appropriate data importing format can be provided by the external source;
  - e. Provide the opportunity to manually establish a baseline CPLR for any land application site field;
  - f. Calculate and track CPLR automatically based on Application-stored biosolids analytical results and biosolids field application event data; and
  - g. Track biosolids nutrient application on the basis of Calendar Year (twelve consecutive months beginning in January and ending in December) and Crop Year (the Calendar Year in which a crop is harvested, which may be different than the Calendar Year in which it is planted).
6. The Application shall have the following electronic data reporting capabilities:
- a. Be customized to present data in a format acceptable to the Tennessee Department of Environment and Conservation (TDEC), Alabama Department of Environmental Management (ADEM), Georgia Environmental Protection Division (GEPD) and the United States Environmental Protection Agency (USEPA) providing information to satisfy annual operating reporting requirements;
  - b. Compile data detailing biosolids field application activity filterable (i.e. electronically sorted) by land application site, land application site field, application event year and biosolids source;
  - c. Compile data detailing the allowable biosolids loading rate for each land application site field according to the requirements in 3b above in a format acceptable to the City and/or TDEC, ADEM and GEPD;
  - d. Calculate and display the nitrogen application status for any selected land application site field by application event year using data stored in the Application;
  - e. Compile the following reports that are intended to be for City use:
    - 1) Report detailing biosolids production by month and year;



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## BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT

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- 2) Report detailing biosolids disposition by month and year;
- 3) Report detailing the 'real-time' nitrogen application status of each land application site field to show the amount of nitrogen applied in a Calendar Year (actual pounds per acre) against the amount that was calculated as allowable (remaining nitrogen balance in pounds per acre for the Calendar Year).
- 4) Report detailing the nutrient and pollutant status of each land application site field in graphic and textual format;
- 5) Report presenting a summary of soil and biosolids analytical data;
- 6) Report summarizing land application site and land application site field information;
- 7) Report summarizing biosolids field application events filterable by land application site, land application site field, and application year;
- 8) Report summarizing data used to calculate biosolids loading rate;
- 9) Compile monthly Farm Operator Reports;
- 10) Compile monthly Notice and Necessary Information Reports; and
- 11) Compile annual Fact Sheets by February 19<sup>th</sup> of each year.

### C. Training

The Owner elects to delay training subsequent to pending changes in regulations.

Once an agreed-upon timing for training has been reached, training shall consist of:

1. The Consultant shall provide all training for the City's Application technician, end users, and support personnel required for the implementation and use of the Application software supplied making the system function properly.
2. Training shall be user-friendly and developed and performed at the education level of those being trained.
3. The Consultant shall provide a training plan that includes schedules and timetables. The training plan shall include on-site training for all users of the system including but not limited to: end users, supervisors, system administrators, database managers and technical support staff.
4. Training shall be provided on the same system and hardware to be installed.



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### BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT

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5. The training shall include but not be limited to all Application Software and any 3<sup>rd</sup> party software.

#### D. Systems Administration

1. The Consultant shall provide training to assist the on-site City's Application technician in isolating and resolving basic problems and provide front line support for the system.
2. The Consultant shall provide training to assist the on-site City's Application technician with the task of administering and managing the Application. It is intended for the support staff to provide a liaison relationship between the Consultant's technical support staff and City management.

#### E. Project Implementation

1. The Consultant shall provide a Project Manager who will be the point of contact for the duration of the Agreement.
2. This Project Manager must be accessible at all times during the implementation and available on site as much as necessary in order to complete the implementation successfully, on time and on budget.
3. The Project Manager must be knowledgeable and experienced in biosolids data management functions and in the Application.
4. The Consultant shall provide a project implementation plan describing both the City and Consultant responsibilities.
5. The project plan shall describe all tasks associated with the implementation of the system, including data conversion.
6. The Project Manager shall be on site to provide needed assistance at the time the system goes live and at final installation and implementation.

#### F. Project Schedule

The project schedule shall include the requirement that the City be using the application in production upon the effective date of the Agreement unless additional time is otherwise mutually agreeable to the City and the Consultant.

#### G. Acceptance Test Plan

1. The Consultant shall provide a System Acceptance Test Plan to demonstrate all functionality proposed in the contract during the development of the implementation plan.



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### BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT

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2. The Consultant shall provide a Methodology for Corrections and Compliance of problems identified during the acceptance test. The City shall have the right to approve the acceptance test plan and related methodologies prior to implementation.
3. The software shall operate for a minimum of 30 days of error free operation following live cut over and prior to the Final Acceptance of the system by the City.

#### H. Documentation

1. The Consultant shall provide written documentation on the Application and all administrative and operational components of the system.
2. The documentation shall be provided in both written and electronic formats.
3. The electronic documentation shall make extensive use of search and indexing functionality.

#### SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Compensation for Supplemental Services must be authorized by the Owner in writing. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner.



**CITY OF CHATTANOOGA**  
**BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT**

**ATTACHMENT B**

Owner: City of Chattanooga, Tennessee  
 Consultant: **Material Matters, Inc.**  
 Project Name: **Biosolids Data Management System**

**COMPENSATION**

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

1. For the Basic Services described in Attachment A, the proposed annual fee shall be **\$34,975** with a Supplemental Services allotment of **\$9,950**. Payments shall be made monthly in amounts which are consistent with the amount of services provided, as determined by the Consultant and agreed upon by the Owner. Payment for the Consultant's services are estimated as follows:

<b>ITEM</b>	<b>COST</b>
Project Management	<u>\$ 1,025</u>
Application	<u>\$ 4,850</u>
Implementation Costs of Application	<u>\$ 14,650</u>
Data Migration/Conversion	<u>\$ 0</u>
Training	<u>\$ 8,050</u>
All Other Costs (provide detail)	<u>\$ 2,400</u>
Annual Maintenance and Support	<u>\$ 4,000</u>
Supplemental Services	<u>\$ 9,950</u>
<b>TOTAL</b>	<b><u>\$ 44,925**</u></b>

Note: The Consultant shall provide the following:

1. Identify and list additional City Purchase Requirements for Hardware and Software – not supplied by the Consultant;
2. Consultant's hourly rate schedule for Supplemental Services.

\*\*As described in the RFP response from the Consultant, and with the Owner responses below, the following adjustments to the scope requirements and/or delivery schedule are agreed upon:

1. Electronic documentation
  - a. From Consultant's RFP submittal: If existing documentation format is deemed sufficient, approximately \$5,000 of implementation expenditure can be avoided.
  - b. Owner response: Preparation of more robust software documentation is not requested by the Owner at this time. However, the Owner reserves the right to re-visit this subject within the contract period as new regulations are mandated.
2. Support of electronic data reporting, for USEPA
  - a. From Consultant's RFP submittal: Creation of a new analytical-data report to summarize the annual maximum and average pollutant by monitoring period will be useful for the completion of the current EPA "electronic reporting" web-based system. As the EPA eReporting system is in flux, it would be worthwhile delaying this until the end of the calendar year 2017, at which point it would be reconsidered and redesigned.



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- b. Owner response: The Owner wishes to delay the creation of this new report until the end of 2017, as requested above, or until the eReporting system is up and running.
3. The level of detail associated with the testing, documentation, and reporting for the Acceptance Test Plan (RFP item 3.3.B.12) is negotiable by Owner and Consultant.
4. In the Training line item, the duration of Training will be negotiated by Owner and Consultant at the time of the Owner's request to schedule the Training.

The entire amount of each statement shall be due and payable 30 days after receipt by the Owner. Invoices shall be submitted using the Standard Invoice form, Attachment F.



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**ATTACHMENT C**

Owner: City of Chattanooga, Tennessee  
Consultant: **Material Matters, Inc.**

Project Name: **Biosolids Data Management System**

**OWNER'S RESPONSIBILITIES**

**City Purchase Requirements**

No additional expenditure for hardware and software is anticipated based on the current software deployment.

The following items are not directly related to "City Purchase Requirements" but are included here to clarify City responsibilities, options and the possibility of incurred costs.

- The City is responsible for providing an internet-accessible networked Windows computer with Microsoft Access. A minimum of Microsoft Windows 8.1 and Microsoft Access 2013 are recommended, but existing equipment and software are accepted. The computer shall have Remote Desktop configured, or other mutually agreed means of remote access. Material Matters and the land application vendor will be provided accounts/credentials for the remote access software and, if required, the City VPN.
- The City will self-host the computer.
- Antivirus software with "real-time" detection shall be installed and kept up-to-date.
- Each City workstation running Windows 8.1 or above should have sufficient capability (CPU, RAM, etc.) to connect to the Remote Desktop (or Terminal Services) server. A workstation's network connection should be at least "DSL" speed (1.5Mbps) or better. Performance of Remote Desktop over dial-up is substandard and is not recommended.





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**ATTACHMENT D**

Owner: City of Chattanooga, Tennessee  
Consultant: **Material Matters, Inc.**

Project Name: **Biosolids Data Management System**

**TERM OF AGREEMENT**

This Contract is made between the City of Chattanooga (Owner) and Material Matters, Inc. (Consultant) for the provision of support and services associated with the Biosolids Data Management System developed for the Owner by the Consultant. This Contract includes the General Scope of Services, Database Customization Services, Terms and Conditions, City Standard Purchase Order Terms and Conditions, and Compensation, and shall be for a period of one (1) year from the Effective Date. The Agreement shall be renewable for four (4) additional one (1)-year terms upon mutual agreement.



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**ATTACHMENT E**

Owner: City of Chattanooga, Tennessee  
Consultant: **Material Matters, Inc.**

Project Name: **Biosolids Data Management System**

**RATE SCHEDULE**

2017 Revised Rate Schedule<sup>1</sup>

<b>Classification</b>	<b>Billing Rate (per hour) <sup>2</sup></b>
Principal	\$155
Senior Project Engineer	\$155
Senior Information Systems Manager	\$140
Senior Project Scientist	\$130
Project Scientist	\$115
Technical Consultant	\$85
Environmental Specialist	\$80
Administrative	\$70
Tech	\$50

<sup>1</sup> Effective December 31, 2016

<sup>2</sup> Expert witness testimony rate multiplier 1.4



**CITY OF CHATTANOOGA**  
**BIOSOLIDS DATA MANAGEMENT SYSTEM AGREEMENT**

**ATTACHMENT F**

Owner: City of Chattanooga, Tennessee  
 Consultant: **Material Matters, Inc.**  
 Project Name: **Biosolids Data Management System**

**STANDARD INVOICE**

**STANDARD INVOICE**  
 Indicates MANDATORY item

**CONSULTANT LETTERHEAD**

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

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

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

*Must be Sequential Number*

City Project Manager  
 City Project Manager Title  
 City of Chattanooga  
 Engineering Division/DRC  
 1250 Market Street, Suite 210C  
 Chattanooga TN 37402

*Invoice Number 5  
 Dated 07/07/03*

*Invoice Must show Billing Period.*

For Professional Services from May 31 to June 27, 2003

*This Breakdown must list each item of the Contract.*

Consultant Project No.	Description	Fee Fee Basis	Percent Work to Date	Amount Billed	Previous Billed	This Invoice Billed
C03009-01	01 - Design	\$51,500.00 LS	55%	\$28,325.00	\$18,540.00	\$9,785.00
	02 - Survey	\$15,700.00 LS	0%	\$0.00	\$0.00	\$0.00
C03009-02	Barton Avenue and Brown Acres Golf Course Design	\$20,000.00 CP	12%	\$2,391.02	\$2,033.00	\$358.02
C03009-03	Permitting/Easement Assistance	\$5,000.00 CP	6%	\$291.08	\$0.00	\$291.08
C03009-04	Bidding/Construction Assistance	\$10,000.00 CP	0%	\$0.00	\$0.00	\$0.00
C03009-05	Misc. As-Requested Services	\$5,000.00 CP	7%	\$363.85	\$0.00	\$363.85
	Total Contract Amount	<b>\$107,200.00</b>		\$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