

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EAST RIDGE**

**April 11, 2024
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Employee Milestone Awards for March
- C. Presentation to City Councilmembers
- D. Presentation of 2023 Audit – HHM – Garrett Williams
4. Consent Agenda:
 - A. Approval of Minutes March 28, 2024 Council Meeting
 - B. Declaration of Surplus Property – Administration Computer Equipment
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **RESOLUTION NO. 3533** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN APPOINTMENT BY VICE MAYOR HAYNES TO THE EAST RIDGE BOARD OF ZONING APPEALS
 - B. **RESOLUTION NO. 3534** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN APPOINTMENT BY COUNCILMEMBER WITT TO THE EAST RIDGE BOARD OF ZONING APPEALS
 - C. **RESOLUTION NO 3535** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS FOR NINETEEN (19) IN-CAR VIDEO SYSTEMS THROUGH THE SOURCEWELL PURCHASING ALLIANCE CONTRACT LISTING #1012233-MOT

- D. **RESOLUTION NO. 3536** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH ASA ENGINEERING AND CONSULTING, INC. FOR RESIDENT PROJECT REPRESENTATIVE (“RPR”) INSPECTION SERVICES FOR THE NORTH MACK SMITH ROAD WIDENING/IMPROVEMENT PROJECT
- E. **RESOLUTION NO. 3537** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEES FOR USE OF THE EAST RIDGE COMMUNITY CENTER BY EAST RIDGE HIGH SCHOOL FOR THEIR SENIOR CLASS FIELD DAY
- F. **RESOLUTION NO. 3538** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #2 FROM ASA ENGINEERING AND CONSULTING, INC. IN REGARD TO THE RINGGOLD ROAD SR8 RINGGOLD ROAD CORRIDOR PROJECT (MULTI-MODAL PROJECT)
- G. Discussion of Tentative Agenda Items for the **April 25, 2024** City Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
April 25, 2024**

8. Old Business:

9. New Business:

- A. **RESOLUTION NO. ____** - Approval of bid for Bike/Pedestrian Trail at Camp Jordan (Bid Opening 4/17/24)
- B. **RESOLUTION NO. ____** - Approval of proposal for audio/visual system at the new Multi-Purpose Pavilion (Proposal Opening 4/10/24)
- C. **RESOLUTION NO. ____** - Approval of engineering and architectural firm to provide design services and grant administration for the renovation of the Community Center through the LPRF grant (RFQ due 4/17/24)

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EAST RIDGE**

**March 28, 2024
6:00 pm**

The East Ridge City Council met pursuant to notice on March 28, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Pastor Danny Lance with True Life Church gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present: Mayor Williams, Vice Mayor Haynes, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, City Manager Miller, City Attorney Litchford, and City Recorder Middleton.

Attendance: 26

Special Presentation – Community Spotlight Award – Mayor Williams stated this award is something he has wanted to do for a while because we have so many outstanding organizations in the City who do so much for our citizens. We will present this award quarterly. The award for this quarter will go to the Needy Child Fund to recognize their accomplishments and contributions to the community. Mayor Williams presented the representatives from the Fund with a plaque to honor what they do. The East Ridge Needy Child Fund then presented Mr. Herman Shrader with a Champion of Children Award in honor of his support for the Needy Child Fund by collecting donations for the fund at a drive-through Christmas light exhibit he started on Jason Drive where he resides.

Approval of Minutes March 14, 2024 Council Meeting – Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Cagle congratulated Mike Ailey, Traffic Control Supervisor on his retirement after 34 years with the City. He stated he would be missed because he knows so much about the City.

Mr. Cagle also stated that Ringgold Road has two new buildings that are beautiful at night when they are lit up – Textile Printing and the Cube Smart storage facility. He congratulated the businesses and the architects for their designs.

Vice Mayor Haynes and Councilmember Witt wished everyone a Happy Easter.

Councilmember Tyler wished everyone a Happy Resurrection Day. He also stated that the Optimist Club Spring Market and Community Yard Sale will be held on April 20th by the dog park from 9 am – 1 pm. You can sign up on the Optimist Club website or see Mr. Tyler.

Mayor Williams discussed the following:

- March 25th – The Mayor, Councilmember Witt, and City Manager Miller attended the TPC Packaging and Printing ribbon cutting and open house. They have been in business for 99 years with over 50 years in East Ridge. TPC invested over 20 million in the project and created over 90 new full-time jobs. He congratulated the Schmissrauter family for their commitment to our community.
- City Hall will be closed tomorrow, and the Library will be closed Friday and Saturday for the Easter holiday.
- The Community Center has board games, card games, puzzles, etc. on Tuesdays and Thursdays from 11 am – 2:30 pm.
- The Community Center offers classes six or seven days a week, such as Zumba, aerobics, martial arts, etc.
- April 27th – The Library will host a Craft Fair. Proceeds go to Library. They will have crafts, food, petting zoo, etc.
- September 28th – Fall Festival 10 - 5 pm. They will have food, music, games, craft vendors, bounce house, and more.
- The Mayor wished everyone a Happy and Blessed Easter.

Communication from City Manager:

- Ringgold Road Multi Modal Update:
 - Talley Construction completed concrete work on the north side of Ringgold Road from McBrien Road to Harper Motor Sports.
 - They are now working on installation of sidewalks and driveway approaches from the retaining wall west of Belvoir to Weldon Drive.
 - Talley will be resurfacing the street approaches at Moore Road, Belvoir Avenue, Dover Lane, and Marlboro Avenue tomorrow and early next week.
 - During the week of April 8th, Talley will be installing topsoil along the north side of Ringgold Road between the curb and sidewalks and then seeding those areas.
 - The strain pole has been installed next to Broome's and the old pole base will be removed tomorrow or early next week.
- N. Mack Smith Road – Adams Contracting is preparing to start on this project the first or second week of April. Materials and equipment will be delivered next week and construction signs installed. They have 270 days from March 11th to complete the project.
- Road Resurfacing Program
 - The project is complete except for Sanctuary Road and Camp Jordan Parkway. Those will be done either tomorrow or early next week.
 - McBrien Road resurfacing is complete and needs to be striped. Mr. Miller cautioned everyone about speeding on McBrien Road.
- Mike Ailey, Traffic Control Supervisor, retired today after 34 years with the City. Mr. Miller appointed Jeff Crowe as new supervisor effective tomorrow. Mayor

Williams wished Mr. Ailey a wonderful retirement and the best in the future. He also congratulated Jeff Crowe on his promotion.

Old Business:

PUBLIC HEARING FOR ORDINANCE NO. 1204 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE NO. 481, ENTITLED THE EAST RIDGE ZONING ORDINANCE, ARTICLE VI SUPPLEMENTAL REGULATIONS AND EXCEPTIONS IN ORDER TO ESTABLISH ADDITIONAL SAFETY REGULATIONS AND PROTECTIONS FOR THE COMMUNITY – City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated Ordinance No. 1204 will provide safety regulations for retail sales of fireworks by adding standards and regulations for residential zones, hospitals, parks, schools, fuel storage facilities, property lines, and existing fireworks retailers. Retail sales will only be permitted in C-1 and C-2 zones and only on the Highway 41 corridor. They cannot operate from a building over 7,500 square feet. These regulations will provide additional safety for the citizens and the public of East Ridge. No one came forward in favor of or in opposition to the amendments to the ordinance. The Mayor closed the public hearing.

ORDINANCE NO. 1204 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE NO. 481, ENTITLED THE EAST RIDGE ZONING ORDINANCE, ARTICLE VI SUPPLEMENTAL REGULATIONS AND EXCEPTIONS IN ORDER TO ESTABLISH ADDITIONAL SAFETY REGULATIONS AND PROTECTIONS FOR THE COMMUNITY (2nd and final reading) – City Attorney Litchford read on caption. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1204 on second and final reading. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - no; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

New Business:

Presentation – Hefferlin + Kronenberg (“HK”) Architects for Multi-Purpose pavilion to be located behind City Hall. City Manager Miller stated the City entered into an architectural agreement on November 9, 2023 for the design and development of plans for a multi-purpose pavilion. HK is now complete with the design development phase and will do a presentation on what has been done to date. If Council is satisfied with what they have done so far, we need to authorize them to proceed with the construction drawings and bid documents.

Mr. Miller introduced Heidi Hefferlin and Michael Prater, with HK Architects to do the presentation. Ms. Hefferlin thanked Mr. Miller and the Mayor and Council for this opportunity. She stated that March Adams and Asa Engineering are consultants on this project. She stated the building will be located where it will have good access for weddings, farmers’ markets, employee gatherings, etc. and to the McBrien school and the Community Center. They have designed two retention areas to take care of stormwater issues. The main feature of the building is the 7,072 square foot event hall. There is a lobby with restrooms,

office space, etc. There are glass doors in the event hall that open up. There are storage rooms plus suites that can be used for meeting rooms, wedding changing rooms, etc. There is a prep area that can be used as a catering kitchen. There is an outdoor patio area that will be treated as an add-alternate item. The entire building is just under 12,000 square feet. Councilmember Cagle believes that the detention ponds need to have fences around them, especially the one closest to the splash pad. Mr. Miller will talk to Asa Engineering regarding the detention pond. Mayor Williams thanked Ms. Hefferlin and Mr. Prater for the work they have done on the pavilion.

RESOLUTION NO. 3528 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE SITE PLAN, FLOOR PLAN, ELEVATIONS, AND THE PROJECT SCHEDULE OF THE PROPOSED MULTI-PURPOSE PAVILION AND AUTHORIZING HEFFERLIN + KRONENBERG (“HK”) ARCHITECTS TO PROCEED WITH CONSTRUCTION DRAWINGS AND BID DOCUMENTS FOR THE PROJECT – City Attorney Litchford read on caption. Councilmember Tyler made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3528. The vote was unanimous. Motion approved.

RESOLUTION NO. 3529 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE SHORELINE RESTORATION PROJECT AT JACK DICKERT MEMORIAL POND IN CAMP JORDAN PARK – City Attorney Litchford read on caption. Parks and Recreation Director Skiles stated the City received bids on this project as follows:

- Kane Industries LLC. \$140,470.00 - ShoreSox
\$60,000.00 - Rip-Rap
- Tennessee Restoration & Mitigation \$118,250.00 - ShoreSox
- Appling Aquatics, Inc. \$40,000.00 - ShoreSox

Staff is recommending the bids from Appling Aquatics at \$40,000. She stated this is part of the grant from Tennessee American Water and American Water Charitable Foundation received earlier. Cody Appling was present to answer any questions from Council. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3529. Councilmember Tyler stated the Dickert family is very pleased with this project. The vote was unanimous. Motion approved.

RESOLUTION NO. 3530 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ADVERTISE FOR BIDS FOR INSTALLATION OF VINYL SIDING ON THE SANITATION AND STREETS BUILDING – City Attorney Litchford read on caption. City Manager Miller stated the two-story Sanitation/Streets building is in need of exterior repair. He recommends installing vinyl siding on the upper part of the building and painting the concrete block first story of the building. He is asking approval to bid out this project. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3530. The vote was unanimous. Motion approved.

RESOLUTION NO. 3531 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ADVERTISE FOR BIDS TO UPDATE THE HVAC CONTROLS AT CITY HALL – City Attorney Litchford read on caption. City Manager Miller stated the system is outdated and non-functional. Some areas of the building are too cold, and some are too warm. Cost to update the system is \$15,000 - \$20,000. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3531. The vote was unanimous. Motion approved.

RESOLUTION NO. 3532 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR INSTALLATION OF ELECTRICAL SERVICE FOR FIFTEEN (15) AUTOMATED LICENSE PLATE READERS (“ALPR”) – City Attorney Litchford read on caption. Chief Uselton stated the City received a Violent Crime Intervention Fund Grant to purchase the ALPRs but the City must provide power for the readers. We received three bids with Allegiant Electric being the lowest bid at \$18,550.00. The ALPRs will be installed at eleven locations and be paid for from the drug fund. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3532. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the April 11, 2024 City Council Meeting

- **New Business:**

- **RESOLUTION NO. ____** - Appointment to the Board of Zoning Appeals (Vice Mayor Haynes) – no discussion
- **RESOLUTION NO. ____** - Appointment to the Board of Zoning Appeals (Councilmember Witt) – no discussion
- **RESOLUTION NO. ____ - Approval of lease to own purchase of 19 in-car cameras for Police Department** – Chief Uselton stated the City just received approval from the State Comptroller’s office to do the lease purchase. Cost is \$194,275, over 5 years. The cost includes cloud storage. Councilmember Tyler asked if we could access the data after five years, since the lease is on a five-year term. Chief Uselton stated we would pay for cloud storage for the life of the cameras.
- **RESOLUTION NO. ____ - Approval of ASA Engineering to provide Construction Engineering Inspection (“CEI”) services for the N. Mack Smith Road widening/improvement project** - City Manager Miller stated this project was awarded to Adams Contracting and they should start soon. They will need Construction Engineering Inspection (“CEI”) services for the project. ASA Engineering will have a proposal at the next meeting for the Council’s consideration.

Being no further business, the meeting was adjourned.

SURPLUS ITEMS

DEPARTMENT: _____ IT _____

DATE: _____ 4/11/24 _____

| QTY | DESCRIPTION (Make, Model, Year if vehicle) | SERIAL#/ OR VIN# | CITY INV # | REASON FOR SURPLUS |
|-----|--|---------------------|---------------|---|
| 1 | Laptop | 2RZ86P2 | 06842 | Malfunctioning and unusable, well out of warranty |
| 1 | Laptop | HKBJLQ2 | n/a | Malfunctioning and unusable, well out of warranty |
| 1 | Laptop | JZ54LP2 | 06841 | Malfunctioning and unusable, well out of warranty |
| 1 | Laptop | JSZ86P2 | n/a | Malfunctioning and unusable, well out of warranty |
| 1 | Laptop | CSZ86P2 | 06843 | Malfunctioning and unusable, well out of warranty |
| 1 | Desktop | 69HPGL2 | 06359 | Malfunctioning and unusable, well out of warranty |
| 1 | Desktop | 28MBYJ2 | n/a | Malfunctioning and unusable, well out of warranty |
| 1 | Desktop | 266NPV1 | n/a | Malfunctioning and unusable, well out of warranty |
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Items valued at \$500 or less when purchased do not need to be declared surplus.

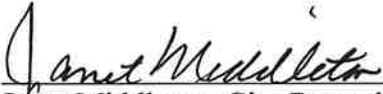
RESOLUTION NO. 3533

AGENDA MEMORANDUM

**Board of Zoning Appeals
Appointment**

April 11, 2024

Submitted By:


Janet Middleton, City Recorder

Subject:

The term for Mitch Qualls will expire on April 8, 2024. The new term will be April 11, 2024 – April 8, 2027. This is Vice Mayor Haynes' appointment.

| Name | Appointed by: | Current Term |
|--------------|-------------------|-----------------|
| Mitch Qualls | Vice Mayor Haynes | 4/9/21 – 4/8/24 |

RESOLUTION NO. 3533

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL APPROVING AN APPOINTMENT BY VICE
MAYOR HAYNES TO THE EAST RIDGE BOARD OF
ZONING APPEALS**

WHEREAS, the East Ridge Board of Zoning Appeals fulfills an important role with regard to providing an appeals process for property owners concerning decisions or determinations made by an administrative official in the enforcement of the zoning ordinance; and

WHEREAS, the term of Mitchell Qualls expired on April 8, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee, hereby approves the appointment of _____ by Vice Mayor Haynes to the East Ridge Board of Zoning Appeals for the term April 11, 2024 – April 8, 2027.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3534

AGENDA MEMORANDUM

**Board of Zoning Appeals
Appointment**

April 11, 2024

Submitted By:


Janet Middleton, City Recorder

Subject:

The term for Jane Sharp will expire on April 8, 2024. The new term will be April 11, 2024 – April 8, 2027. This is Councilmember Witt’s appointment.

| Name | Appointed by: | Current Term |
|------------|--------------------|-----------------|
| Jane Sharp | Councilmember Witt | 4/9/21 - 4/8/24 |

RESOLUTION NO. 3534

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL APPROVING AN APPOINTMENT BY
COUNCILMEMBER WITT TO THE EAST RIDGE
BOARD OF ZONING APPEALS**

WHEREAS, the East Ridge Board of Zoning Appeals fulfills an important role with regard to providing an appeals process for property owners concerning decisions or determinations made by an administrative official in the enforcement of the zoning ordinance; and

WHEREAS, the term of Jane Sharp expired on April 8, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee, hereby approves the appointment of _____ by Councilmember Witt to the East Ridge Board of Zoning Appeals for the term April 11, 2024 – April 8, 2027.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3535

AGENDA MEMORANDUM

Watchguard In Car Camera Service

April 11, 2024

Submitted by:

Clint Uselton, Police Chief
Name, Title

SUBJECT:

The Police Department wishes to purchase nineteen (19) in-car cameras for patrol cars from Motorola Solutions. This is a lease to own purchase for \$207,071.80 split over five years. The first year is \$43,795.00 and the remaining years will be \$40,819.20. The purchase price includes a five-year warranty and video cloud storage for the five-year lease period. The quote also includes the ability for the cameras to operate as ALPR (tag readers) for one year. This year's payment was included in the budget. The purchase is under Sourcewell contract number 1012233-MOT.

Attachment Watchguard quote

RESOLUTION NO 3535

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
ENTER INTO A LEASE PURCHASE AGREEMENT WITH
MOTOROLA SOLUTIONS FOR NINETEEN (19) IN-CAR
VIDEO SYSTEMS THROUGH THE SOURCEWELL
PURCHASING ALLIANCE CONTRACT LISTING
#1012233-MOT**

WHEREAS, the City of East Ridge is in need of nineteen (19) additional in-car video systems to enhance police services, and

WHEREAS, the City of East Ridge is allowed to purchase through membership in the Sourcewell Purchasing Alliance which uses a competitive solicitation and selection process to bid out a variety of goods, products, and services to local governments, eliminating the need for the City to obtain competitive bids; and

WHEREAS, the term of the lease purchase agreement is for five (5) years, with the total cost of the lease purchase being \$207,071.80; and

WHEREAS, the first-year payment is \$43,795.00, followed by payments of \$40,819.20 for the four (4) years thereafter; and

WHEREAS, the purchase price includes a five-year warranty and video cloud storage for the five-year term of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the Mayor or his designee is authorized to enter into a lease purchase agreement with Motorola Solutions for nineteen (19) in-car video systems through the Sourcewell Purchasing Alliance Contract Listing #1012233-MOT

BE IT FURTHER RESOLVED that the lease purchase agreement will be for a term of five (5) years, with payments of \$43,795.00 for the first year, followed by payments of \$40,819.20 for the next four (4) years thereafter, for a total cost of \$207,071.80.

BE IT FURTHER AND FINALLY RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

02/08/2024

EAST RIDGE, CITY OF
4214 RINGGOLD RD
EAST RIDGE, TN 37412

RE: Motorola Quote for Qty 19 M500 - VaaS (Video as a Service) with LPR Functionality
Dear Clint Uselton,

Motorola Solutions is pleased to present EAST RIDGE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.



QUOTE-2518547
 Qty 19 M500 - VaaS (Video as a Service) with LPR Functionality

Billing Address:
 EAST RIDGE, CITY OF
 4214 RINGGOLD RD
 EAST RIDGE, TN 37412
 US

Shipping Address:
 EAST RIDGE, CITY OF
 4214 RINGGOLD RD
 EAST RIDGE, TN 37412
 US

Quote Date:02/08/2024
 Expiration Date:05/08/2024
 Quote Created By:
 Richard Carter
 Regional Sales Manager
 rickcarter@
 motorolasolutions.com
 6158045986

End Customer:
 EAST RIDGE, CITY OF
 Clint Uselton
 cuselton@eastridgetn.gov
 +1 423-867-3718

Freight Terms:FREIGHT PREPAID
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------------|---|-----|--------|------------|-----------------|
| | Video as a Service | | | | | |
| 1 | AAS-M5-5YR-001 | M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE | 19 | 5 YEAR | \$9,900.00 | \$188,100.00 |
| 2 | WGB-0700A | VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/PASSENGER CAM | 19 | | Included | Included |
| 3 | SSV00S01450B | LEARNER LXP SUBSCRIPTION | 19 | 5 YEAR | \$0.00 | \$0.00 |
| 4 | WGW00502 | M500 EXTENDED WARRANTY | 19 | 5 YEAR | Included | Included |
| 5 | WGP01394-001 | CBL, WIFI VHCL ANT MNT, NMO, 17"L | 19 | | Included | Included |
| 6 | WGC02002-VAAS | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS | 19 | 5 YEAR | Included | Included |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------------------|-------------------|---|-----|------|--------------------------|-----------------|
| 7 | WGP02225-130-KIT2 | BRKT4RE DISP/VISTA/CAMVR POST 2020+EXPL | 19 | | Included | Included |
| 8 | WGA00635-KIT | V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT | 19 | | \$325.00 | \$6,175.00 |
| 9 | WGW00122-303 | IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE | 19 | | \$131.20 | \$2,492.80 |
| 10 | WGB-0189A | MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT | 19 | | Included | Included |
| Vigilant | | | | | | |
| 11 | DDN3420A | BASIC REMOTE SUPPORT FOR WG LPR LICENSE | 1 | | \$500.00 | \$500.00 |
| 12 | DDN3421A | M500 BASIC ALPR VAAS | 19 | | \$516.00 | \$9,804.00 |
| Grand Total | | | | | \$207,071.80(USD) | |

Pricing Summary

| | Sale Price | |
|---|---------------------|---------------|
| Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee | \$43,795.00 | \$0.00 |
| Year 2 Subscription Fee | \$40,819.20 | \$0.00 |
| Year 3 Subscription Fee | \$40,819.20 | \$0.00 |
| Year 4 Subscription Fee | \$40,819.20 | \$0.00 |
| Year 5 Subscription Fee | \$40,819.20 | \$0.00 |
| Grand Total System Price | \$207,071.80 | \$0.00 |

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



RESOLUTION NO. 3536

**AGENDA MEMORANDUM
RESIDENT PROJECT REPRESENTATIVE (RPR) INSPECTION SERVICES
N. MACK SMITH ROAD WIDENING/IMPROVEMENT PROJECT**

April 11, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The N. Mack Smith Road Widening and Improvement Project was awarded to Adams Contracting, LLC by the City Council on December 14, 2023. A notice to proceed (NTP) was issued by the City to Adams Contracting, LLC on March 11, 2024. Per the Contract between the two entities, Article VII, the contractor has 270 days to substantially complete this road project starting 10 days from the date of the NTP. A preconstruction meeting was held on March 11, 2024 and the City was informed that Adams Contracting will commence work on the N. Mack Smith Road project the first or second week of April 2024.

During the construction period of the N. Mack Smith Widening and Improvement Project, there will be a need for resident project representative (RPR) inspection services to be provided to inspect and monitor the work being done by Adams Contracting. Since ASA Engineering handled all of the engineering phases of this road project (ie. conceptual, preliminary and final design plans, ROW plans, construction plans, and bids and specifications) it makes sense to contract the services of ASA Engineering to perform the RPR inspection services for this roadway project.

The proposal from ASA Engineering to provide the RPR inspection services quotes a fee of \$162,000. A copy of the Proposal and the Single Project Agreement – General Terms and Conditions is attached hereto for your consideration for approval.

Attachments – Proposal – RPR Inspection Services
Single Project Agreement – General Terms and Conditions

JSM/

RESOLUTION NO. 3536

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
ENTER INTO AN AGREEMENT WITH ASA
ENGINEERING AND CONSULTING, INC. FOR
RESIDENT PROJECT REPRESENTATIVE (“RPR”)
INSPECTION SERVICES FOR THE NORTH MACK
SMITH ROAD WIDENING/IMPROVEMENT PROJECT**

WHEREAS, the City of East Ridge awarded a bid to Adams Contracting, LLC for the North Mack Smith Road Widening and Improvement Project; and

WHEREAS, Adams Contracting, LLC is scheduled to commence construction on this project very soon; and

WHEREAS, during the construction period of this project, RPR inspection services will need to be provided to inspect and monitor the work; and

WHEREAS, Asa Engineering and Consulting, Inc. handled all the engineering phases of this road project; therefore, the City Manager is requesting that the City Council approve Asa Engineering and Consulting, Inc. for the RPR inspection services; and

WHEREAS, the cost for RPR inspection services is \$162,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorizes the Mayor or his designee to enter into an agreement with ASA Engineering and Consulting, Inc. for RPR inspection services regarding the North Mack Smith Road Widening/Improvement Project.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



March 28, 2024

Via Email: jscottmiller@eastridgetn.gov

Mr. Scott Miller
City Manager
City of East Ridge
1517 Tombras Avenue
East Ridge, Tennessee 37412

Re: N. Mack Smith Road Widening Project

Subject: Proposal for Resident Project Representative [RPR] Services

Mr. Miller:

Asa Engineering & Consulting, Inc. [Asa] is pleased to provide you with this professional services proposal for the above referenced project. The following outlines our project understanding, scope-of-services understanding, fee proposal, proposed schedule, and establishes a contractual agreement for the authorized work. Also attached and incorporated as a part of this proposal is Asa's East Ridge approved Single Project Agreement and 2024 Schedule of Fees.

PROJECT UNDERSTANDING

Asa understands that the **City of East Ridge [Client]** seeks a professional services proposal to provide Resident Project Representative [RPR] services on the Mack Smith Road widening project, located in East Ridge, Tennessee. The project was recently awarded to Adams Contracting Company and the contractor has 270 calendar days to complete the work.

SCOPE-OF-SERVICES UNDERSTANDING

Asa will provide RPR services to the City of East Ridge for the duration of the construction. We understand the following services will include, but not be limited to, the following scope-of-work:

1. Assign competent and qualified full-time RPR inspector(s) to the project daily to monitor the work and ensure compliance with the plans and specifications.
2. Check construction stakes to ensure lines, grades and geometric dimensions are in substantial compliance with the plans and specifications.
3. Verification that materials being incorporated into the project meet the requirements of the plans and specifications.
4. Verification that construction operations conform to the plans and specifications.
5. Verification that base, backfill and/or embankment layers are placed in uniform lifts, at the proper thickness, and compacted to the density requirements specified in the plans and specifications.
6. Inspection of reinforcing steel for cast-in-place structures to ensure proper size, numbers, spacing, splice overlap and fastening.
7. Inspection of concrete placement operations to ensure compliance with the plans and specifications.
8. Coordinate quality assurance materials testing and inspection with an independent materials testing firm. Provide oversight of QA/QC sampling and testing.



9. Review all test results to ensure compliance with the plans and specifications.
10. Measurement and field documentation of construction materials and operations for monthly progress payments to contractor. Meet with contractor's foreman/superintendent on a daily basis to review the daily work progress and compare field measurements and quantities.
11. Inspection of bituminous concrete pavement materials and placement operations to ensure compliance with the plans and specifications.
12. Inspection of construction materials as they arrive on site to ensure that they are free from damage or defects and that they are of proper size and material composition as specified in the plans and specifications. Inspect stockpiled materials to ensure proper storage and protection.
13. Keep up with stored materials to determine the quantities for payment of materials used versus materials stored.
14. Maintain daily logs for the project and document, at a minimum, weather data, work performed that day, equipment used and idle equipment, manpower for contractor, subcontractor and/or utility forces.
15. Coordinate with utility providers to ensure relocation of facilities has little or no impact on construction progress.
16. Provide construction stormwater inspection and reporting per the applicable land disturbance permits.
17. Provide daily traffic control inspections to ensure that devices are functioning properly and meet MUTCD, Part VI standards.
18. Perform other duties as required by the City's Project Manager.

FEE PROPOSAL

Asa proposes the estimated fee terms as described below.

| | | |
|-----------------------------------|--------------|------------------------|
| A. RPR Inspection Services | \$162,000.00 | Cost Plus, Max ceiling |
|-----------------------------------|--------------|------------------------|

CONTRACTUAL AGREEMENTS

Our Single Project Agreement is attached and is incorporated as part of this proposal. Please indicate your acceptance by executing the Agreement and returning it to Jeff Sikes at jsikes@asaengineeringinc.com. Asa Engineering & Consulting, Inc. appreciates the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact us at 423.805.3700.

Respectfully,
Asa Engineering and Consulting, Inc.

Jeff A. Sikes
Exec. Vice President | Senior Projects Manager



Single Project Agreement - General Terms and Conditions

This Agreement [AGREEMENT] is made by and between Asa Engineering and Consulting, Inc. [CONSULTANT] and the undersigned [CLIENT]. The parties agree as follows:

1. SCOPE OF WORK; RELIANCE UPON DOCUMENTS

CONSULTANT shall perform such services as are described in this Agreement and any attachments hereto [THE WORK]. Unless agreed otherwise in writing between both parties, CONSULTANT may rely upon the accuracy of surveys, plans, and studies prepared by third parties and furnished by CLIENT, or third parties, to CONSULTANT, including the accuracy of the technical data, nontechnical data, interpretations or opinions contained therein.

2. FEES; INVOICES

The CLIENT shall pay CONSULTANT for the Work performed under this Agreement a sum to be calculated as described herein, on attachments to this Agreement or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on CONSULTANT's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. CONSULTANT will submit invoices to CLIENT no more than monthly and a final bill upon completion of the Work. Such invoices will show the appropriate line item charges. A more detailed separation of charges and back-up data will be provided at CLIENT's request. Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. CLIENT shall pay a late penalty of one and one-half percent (1 1/2 %) per month (18% annually), on past due accounts.

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

3. ACCESS TO THE SITE

The CLIENT will provide for right of entry of CONSULTANT personnel and all necessary equipment in order to complete the Work. CLIENT represents and warrants that it has the authority to authorize CONSULTANT to perform the work.

While CONSULTANT will take all reasonable precautions to minimize any damage to CLIENT's property, it is understood by the CLIENT that in the normal course of Work some damage may occur, the correction of which shall not be CONSULTANT's responsibility.

4. CLIENT'S RESPONSIBILITIES

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANT's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;
• Provide the CONSULTANT such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project;
• Unless otherwise specified in the AGREEMENT, provide the CONSULTANT approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;
• Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and
• Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.

5. UTILITIES

In the execution of its Work, CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold CONSULTANT harmless for any damages to subterranean structures or utilities which are not called to CONSULTANT's attention and correctly shown on the plans, or other documents, furnished by the CLIENT.

6. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

7. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, survey data, estimates and other documents prepared by CONSULTANT, as instruments of service for this project, shall remain the property of CONSULTANT. CLIENT agrees that all reports and other work furnished to the CLIENT or its agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.

All documents are for the exclusive use and benefit of the CLIENT only. Others who use the documents do so at their own peril. CONSULTANT consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project underlying the Work (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the CLIENT. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom CLIENT furnishes such information and reports. No one other than the CLIENT is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

Information contained in signed or sealed drawings should be deemed to be superior to electronic information.

8. WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

9. SUSPENSION OF SERVICES/TERMINATION

If the Client fails to make payments to the Consultant in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

10. PROFESSIONAL RESPONSIBILITY

CONSULTANT represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the CLIENT, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by CONSULTANT and that the data interpretations and recommendations of CONSULTANT's personnel are based solely on the information available to them. CONSULTANT will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

11. LIMITATION OF LIABILITY

A. In no event shall CONSULTANT be liable for property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to site conditions or substance whose presence poses an actual or potential threat to human health; provided, however, it is determined that CONSULTANT was not responsible for the site conditions or substance whose presence resulted in the threat to human health.

12. REIMBURSABLE EXPENSES

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the CONSULTANT. Fees paid by CONSULTANT for (c) testing and/or for securing approval of authorities having jurisdiction over the Project and (d) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT, shall be billed as a multiple of 1.20 times the cost paid by the CONSULTANT.

13. INSURANCE

CONSULTANT represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which CONSULTANT deems to be adequate. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. CONSULTANT shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff or other consultants employed by CLIENT.

14. ASSIGNS

Neither the CLIENT nor CONSULTANT may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

15. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the CLIENT after giving serious consideration to the effects of such an order. Under no circumstances will CONSULTANT take the initiative in issuing this order. CONSULTANT will only provide data and recommendations.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction administration, construction field monitoring and/or testing, CONSULTANT shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the CLIENT and CONSULTANT, in order to observe the progress and quality of the CLIENT's work completed by

the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow CONSULTANT to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

CONSULTANT shall not supervise, direct or have control over the CLIENT's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. CONSULTANT shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the CLIENT's work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

18. SAFETY

Should CONSULTANT provide observations or monitoring services at the job site during construction, CLIENT agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CONSULTANT does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

19. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this

Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or by the CLIENT's representatives, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

20. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This agreement shall be governed by the laws of the State of Tennessee and the United States. Venue for any dispute resolution proceeding arising out of our related to this Agreement shall only be in a court of competent jurisdiction in Hamilton County, Tennessee. To the full extent allowed by applicable law, CONSULTANT and CLIENT hereby waive the right to trial by jury in connection with any litigation or judicial proceeding relating to or concerning, directly or indirectly, this Agreement or the Work.

21. EXTENT OF AGREEMENT

This Agreement and attached exhibits, if any, represent, the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON NEXT PAGE

AGREEMENT FOR PROFESSIONAL SERVICES

Date: 4/8/2024
Proposal Number: _____
Client's Name: City of East Ridge
Client's Address: 1517 Tombras Avenue, East Ridge, TN 37412
Phone Number: 423.867.7711
Email Address: jscottmiller@eastridgetn.gov

Project Name: Mack Smith Road Widening Project
Location/Address: _____

Project Description: Widening of Mack Smith Road from Ringgold Road to approximately 1500-ft north of the Ringgold Intersection
Scope of Services: RPR Inspection Services
Compensation for Services: _____

Special Conditions: _____

Accepted By: _____
(Client's Company Name)

(Client's Signature and Date)

(Print Client's Name and Title)

ASA ENGINEERING & CONSULTING, INC.

(Consultant's Signature and Date)

(Print Consultant's Name and Title)

Please return executed copy of these terms and conditions to the attention of:

Christy M. MacKenzie
cmackenzie@asaengineeringinc.com

423.805.37000

RESOLUTION NO. 3537

AGENDA MEMORANDUM
East Ridge High School
Senior Class Field Day
April 11, 2024

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

East Ridge High School has requested use of the East Ridge Community Center on May 8, 2024 for a Senior Class field day. They are asking the city to waive fees associated with renting the Community Center. The high school will utilize the Center to supply different activities and rewards for Seniors.

This is a first-time event that the high school might consider doing annually. Staff recommends approving East Ridge High School usage of the East Ridge Community Center to celebrate the class of 2024 and waiving the fee. All required documents are on record with the City Recorder.

SS

RESOLUTION NO. 3537

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEES FOR USE OF THE EAST RIDGE COMMUNITY CENTER BY EAST RIDGE HIGH SCHOOL FOR THEIR SENIOR CLASS FIELD DAY

WHEREAS, East Ridge High School has requested the use of the Community Center on May 8, 2024 for their Senior Class Field Day; and

WHEREAS, East Ridge High School is requesting that the City waive the fees for use of the Community Center for this event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fees for use of the Community Center on May 8, 2024 by East Ridge High School for their Senior Class Field Day shall be waived.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3538

AGENDA MEMORANDUM
CONSTRUCTION ENGINEERING INSPECTION SERVICES
RINGGOLD ROAD MULTI-MODAL ROADWAY PROJECT
CHANGE ORDER NO. 2 (FINAL)

April 11, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

ASA Engineering was contracted back in 2022 to provide construction engineering inspection (CEI) services to inspect and monitor the construction of the Ringgold Road Multi-Modal Roadway Project from McBrien Road to Wimberly Drive. This roadway project, being a State funded grant project, is required to provide CEI services during its period of construction.

This project has experienced substantial delays due to sewer (WWTA) and gas (Chattanooga Gas) main conflicts with the storm sewer installation. The original contract completion date was May 11, 2023. The revised completion date is June 28, 2024. The extension of the work due to conflicts has resulted in an additional 213 calendar days for the construction of the roadway project by Talley Construction.

ASA Engineering is requesting the City Council's consideration for approval of change order no. 2 to compensate them for providing CEI services for this period of time. A copy of ASA Engineer's Change Order No. 2 is attached hereto providing more detail on this subject.

Attachment

JSM/

RESOLUTION NO. 3538

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROVE THE
ATTACHED CHANGE ORDER REQUEST #2 FROM ASA
ENGINEERING AND CONSULTING, INC. IN REGARD TO
THE RINGGOLD ROAD SR8 RINGGOLD ROAD CORRIDOR
PROJECT (MULTI-MODAL PROJECT)**

WHEREAS, Asa Engineering and Consulting, Inc. is requesting a change to the original scope of work of the SR8 Ringgold Road Corridor Project (Multi-Modal Project), as described in the attached Change Order Request #2, for the purpose of compensating Asa Engineering and Consulting, Inc for providing Construction Engineering Inspection (“CEI”) services for an additional 213 days due to delays regarding sewer and gas main conflicts with the storm sewer installation; and

WHEREAS, the total cost associated with Change Order #2 for CEI services is \$197,075.00; and

WHEREAS, the City Council deems the completion of the project, including the cost associated with this change order, to be in the best interest of the citizens of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to approve Change Order Request #2 from ASA Engineering and Consulting, Inc. for providing Construction Engineering Inspection (“CEI”) services for an additional 213 days at a cost of \$197,075.00.

BE IT FURTHER AND FINALLY RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

April 8, 2024

Via Email: jscottmiller@eastridgetn.gov

Scott Miller
City Manager
City of East Ridge
1517 Tombras Avenue
East Ridge, Tennessee 37412

Re: PIN 122000.00 US 41/SR8 Ringgold Road Corridor Project

Subject: CEI Changer Order No. 2 FINAL

Mr. Miller,

Asa Engineering and Consulting, Inc., hereby requests the approval of CEI Change Order No. 2 in the amount of one hundred ninety-seven thousand seventy-five dollars (\$197,075.00) to continue CEI services on the above referenced project.

As you are aware, the Ringgold Road project has experienced significant delays due to sewer and gas main conflicts with the storm sewer installation. These conflicts have resulted in the addition of 213 calendar days to the construction contract per TDOT Change Order No. 3, which changed the project completion date from November 28, 2023, to June 28, 2024. Accordingly, Asa is requesting this change order to compensate for providing CEI services during the same period.

Please find below a breakdown of estimated CEI costs associated with the 213 calendar day extension:

| | |
|--|--------------------------|
| Original Contract Completion Date: | May 11, 2023 |
| Time Extension Approved per TDOT CO#2 | 201 Calendar Days |
| Time Extension Approved per TDOT CO#3 | 213 Calendar Days |
| Revised Completion Date (per CO#3) | June 28, 2024 |
| Asa Original CEI Contract Amount: | \$382,198.40 |
| Asa CEI CO#1 Approved: | \$249,320.00 |
| Asa CEI CO#2 Requested: | \$197,075.00 |
| Revised Asa Contract Amount: | \$828,593.40 |

| Labor Description | Est. Labor Hours | Hourly Rate | Total Costs |
|----------------------------|------------------|--------------|---------------------|
| CEI Construction Manager | 300 | \$125 | \$ 37,500.00 |
| Sr. Construction Inspector | 1220 | \$85 | \$103,700.00 |
| Office Engineer | 300 | \$70 | \$ 21,000.00 |
| EPSC Inspector | 300 | \$70 | \$ 21,000.00 |
| Sr. Design Engineer | 75 | \$125 | \$ 9,375.00 |
| Survey Crew | 30 | \$150 | \$ 4,500.00 |
| | | TOTAL | \$197,075.00 |

Since the 213 calendar day time extension is directly attributed to utility conflicts that are beyond Asa's or the Contractor's control, the City of East Ridge may seek reimbursement of the CEI costs associated with this change order from WWTA and/or Chattanooga Gas Company.

We appreciate the opportunity to continue to serve the City of East Ridge. Please contact me if you have any questions or if you need additional information.

Best regards,

ASA ENGINEERING AND CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'J. Sikes', written in a cursive style.

Jeff A. Sikes
Executive Vice President

AGENDA MEMORANDUM

**Approval of Bid
Bike/Pedestrian Trail at Camp Jordan
(Proposal Opening 4/17/2024)**

April 25, 2024

Submitted by:

Shawwna Skiles
Parks and Recreation Director

SUBJECT: Approval of Bid for Bike/Pedestrian Trail at Camp Jordan

Parks and Recreation Department is asking for the approval from the Mayor and Council for the acceptance of a qualified company to design and install a 3-mile walking trail and a 3-mile bike trail located on the 55 acres across the bridge at Camp Jordan.

Once this project is approved and completed, we will have finished our requirements of the TDEC-RES part of the partial conversion of Camp Jordan in accordance with 36 C.F.R. 59.3 and the land and water Fund.

The bids are due by April 17, 2024, and will be opened publicly at 2:30pm.

AGENDA MEMORANDUM

**Approval of Proposal
Audio/Visual System at the Multi-Purpose Pavilion
(Proposal Opening 4/10/2024)**

April 25, 2024

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of Proposal for Audio/Visual System at the Multi-Purpose Pavilion

City Administration is asking for the approval from the Mayor and Council for the acceptance of a qualified firm to design and install a turnkey audio/visual system for the new multi-purpose pavilion located behind City Hall.

The system will include an audio controller/mixer, directional speakers, wireless assisted listening devices, mounted LED screens, and a wireless control system. In addition, the proposal stated the firm must provide training for employees, post-installation support, and a minimum of a 1-year warranty on all equipment.

The proposals are due by April 10, 2024, and will be opened publicly at 2:30pm.

AGENDA MEMORANDUM

**Approval of RFQ
Engineering and Architecture Firm for Design Services and Grant
Administration
LRPF at the Community Center
(Proposal Opening 4/17/2024)**

April 25, 2024

Submitted by:

Shawna Skiles
Parks and Recreation Director

**SUBJECT: Engineering and Architecture Firm for Design Services and
Grant Administration**

Parks and Recreation is asking for the approval from the Mayor and Council for the acceptance of a qualified firm for Engineering and Architecture Design Services, and Grant Administration for the LPRF project at the Community Center.

This is the next step in the LPRF grant we must complete for the grant.

The proposals are due by April 17, 2024, and will be opened publicly at 2:30pm.