

RESOLUTION NO. 3422

AGENDA MEMORANDUM

School Resource Officer Grant

Date: 8/10/2023

Submitted by:

Chief Clint Uselton

SUBJECT:

The State of Tennessee is offering a grant administered by the Department of Safety to place full-time School Resource Officers in each public school. The grant is up to \$75,000.00 per SRO which will cover a significant portion of the employee's salary and benefit package. This grant will allow East Ridge Police Department to eventually provide School Resource Officers to the four public schools within our corporate limits.

RESOLUTION NO. 3422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF THE STATEWIDE SCHOOL RESOURCE OFFICER (“SRO”) PROGRAM GRANT TO PLACE AN SRO IN EACH OF THE CITY’S PUBLIC SCHOOLS

WHEREAS, SRO’s can fulfill a variety of roles in public schools such as preventing and responding to school-based crime, fostering positive relationships among law enforcement, educators, and youth, and helping to promote a positive school atmosphere; and

WHEREAS, the Statewide SRO Program Grant provides funding to local law enforcement entities to place one full-time, POST-certified SRO in each K-12 public school and public charter school in Tennessee.

WHEREAS, local law enforcement agencies are eligible to apply for funding not to exceed \$75,000 per year, per SRO, per school for which they are responsible for providing SRO services; AND

WHEREAS, the City of East Ridge is requesting authorization to apply for, and if approved, accept the Statewide SRO Program Grant in order to provide these much-needed positions in the schools in East Ridge; and

WHEREAS, the City is also requesting authorization to provide any additional funding in excess of the \$75,000 per SRO to fill these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that either the Mayor, or his designee are authorized to execute such documents as may be necessary with regard to the application for, and acceptance of the Statewide School Resource Office Program Grant in the amount of \$75,000 per SRO, per school.

BE IT FURTHER RESOLVED that the City of East Ridge agrees to provide any additional funding in excess of the \$75,000 per SRO to fill these positions.

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 _____ 2023.

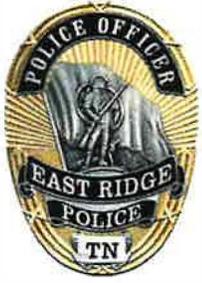
Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ♦ East Ridge, TN 37412

Police Administration
(423) 867-3718
Fax (423) 867-9418

Clint Uselton
Chief of Police

| Item | Purchase price | Life Expectancy | Cost/Year |
|-----------------------|----------------------------------|-----------------|-------------------------------------|
| Laptop | 2,100 | 5yrs | 420 |
| Cell phone | | | 500 |
| Taser | 4,000 | 5yrs | 800 |
| Radios | 10,100 | 8yrs | 1,262.5 |
| Body armor | 900 | 5yrs | 225 |
| Weapons | 1,500 | 10yrs | 150 |
| Initial gear | 1,650 | | |
| Uniform allowance | | | 500 |
| Vehicle | 60,000 | 5yrs | 12,000 |
| Cameras | 12,000 | 5yrs | 2,400 |
| Fuel | | | 2,625 |
| Training | | | 2,000 |
| Salary/benefits | | | 86,000 |
| Addtl. Employee costs | | | 6,200 |
| Total | <i>Start up</i> 92,250 | | <i>Annually</i> 115,082.5 |

RESOLUTION NO. 3423

AGENDA MEMORANDUM

2023 Kia Pet Adoption Grant

August 10, 2023

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

The Economic & Community Development department is asking for the approval from the Mayor and Council to accept a grant award in the amount of \$425.00 from Petfinder Foundation for the 2023 Kia Pet Adoption Grant. The grant award will be given to East Ridge Animal Services Department to assist in offering free or reduced adoption fees for all animals who are currently available for adoption at East Ridge Animal Shelter.

In addition, the East Ridge Animal Services staff have made it their mission to create promotional opportunities for seasonal holidays in efforts to “clear-out” the shelter due to being over capacity. With this grant, ERAS must comply with all regulations set forth by the granting foundation and must submit a final report with statistics on how this grant assisted East Ridge Animal Shelter adoptions.

RESOLUTION NO. 3423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE APPLICATION FOR, AND ACCEPTANCE OF, THE 2023 KIA PET ADOPTION GRANT

WHEREAS, the City of East Ridge wishes to apply for the Kia Pet Adoption Grant in order to help clear the shelter for the upcoming holidays; and

WHEREAS, the grant will assist Eat Ridge Animal Services in offering free or reduced adoption fee for all animal who are currently available for adoption at the East Ridge Animal Shelter.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, as follows:

Section 1. The City of East Ridge is hereby authorized to submit an application for the 2023 Kia Pet Adoption Grant I the amount of \$425.00 to assist with pet adoption fees.

Section 2. The City of East Ridge will comply with all regulations et forth by the granting foundation and must submit a final report with statistics on how this grant assisted with pet adoptions.

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 _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3424

AGENDA MEMORANDUM

Use on Review/Temporary Use Permit

Outdoor Sale Fundraiser for Needy Child Fund

Date: August 10, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

Jennifer Goldberg is requesting permission from the city council to conduct an outdoor sale fundraiser for the Needy Child Fund. The sale will be conducted at 6725/6731 Ringgold Road (Mercantile at the Ridge), zoned C-2 General Commercial District.

Approximately 50 parking spaces will be utilized from 8 am to 4 pm Saturday, September 23, 2023. All proceeds from the parking space rentals will go to the East Ridge Needy Child Fund.

Per Article VII. Regulations for Uses Permitted on Review – Section 110 - Temporary Uses. Subsection A – Application for a Temporary Use Permit shall be made to the city council. Subsection B – Following uses are deemed to be temporary uses – item 7 - outdoor sales of merchandise, in any C-2 district, a Temporary Use Permit may be issued for the sale of merchandise.

RESOLUTION NO. 3424

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
APPROVING THE ISSUANCE OF A TEMPORARY USE
PERMIT FOR JENNIFER GOLDBERG TO CONDUCT AN
OUTDOOR FUNDRAISER AT 6725 AND 6731 RINGGOLD ROAD
IN ACCORDANCE WITH CITY CODE, ARTICLE VII, TITLED
REGULATIONS FOR USES PERMITTED ON REVIEW,
SECTION 110 TITLED TEMPORARY USES**

WHEREAS, Jennifer Goldberg has petitioned the City Council of the City of East Ridge, pursuant to, and in conformity with the Zoning Ordinance and Regulations of the City of East Ridge for a temporary use permit in order to hold an outdoor fundraiser at 6725 and 6731 Ringgold Road on September 23, 2023; and

WHEREAS, all proceeds from parking space rentals will be donated to the East Ridge Needy Child Fund; and

WHEREAS, it is necessary and appropriate, pursuant to, and in conformity with the Zoning Ordinance and Regulations of the City of East Ridge, that a temporary use permit be issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the City Manager or his designee is authorized to issue a Temporary Use Permit to Jennifer Goldberg in order to hold an outdoor fundraiser at 6725 and 6731 Ringgold Road, East Ridge, Tennessee on September 23, 2023.

BE IT FURTHER RESOLVED, that proceeds from the parking space rentals will be donated to the East Ridge Needy Child Fund.

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

Adopted on the _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



USE-23-4

Use On Review

Status: Active

Date Created: Jul 15, 2023

Applicant

Jennifer Goldberg
mercantileattheridge@gmail.com
6725 E Ringgold Rd
East Ridge, TN 37412
4236547923

Primary Location

6725 RINGGOLD RD
East Ridge, TN 37412

Owner:

CHEN C H
1227 SUNSET DR SIGNAL MTN, TN 37377

Applicant Information

Applicant Name

Jennifer Goldberg

Applicant Address

6725 Ringgold Road

Applicant Phone Number

4236547923

Email

mercantileattheridge@gmail.com

Property Information

Property Address

6725 E Ringgold Rd

Tax Parcel Number

unknown

Property Zoning

Commercial

Requested Use on Review

Would like permission to host an open air market. We are looking at approximately 50 parking spaces, 8am to 4pm, Saturday September 23, 2023. - in the parking lot of Mercantile at the Ridge. Space Rental Fee would go to East Ridge Needy Child Fund as a Fundraiser. Thank you, Jennifer Goldberg

A map showing location of property, all adjacent streets and/or rights-of-way, property boundaries, and frontages should be included with this application. Such information is obtainable at <http://gis.hamiltontn.gov/mapmaker/home.asp>

Proof of Ownership of the property must be included with application.

Use additional sheet to attach any comments on case background or information that are pertinent to this application.

Internal Use Only

Current Date

Decision

Resolution Number

Date Submitted

Date of Decision

City Council Findings

Address

Attachments

 HCGIS - HTML5 Viewer.pdf
Uploaded by Jennifer Goldberg on Jul 15, 2023 at 3:01 pm

 HCGIS - HTML5 Viewer.pdf
Uploaded by Jennifer Goldberg on Jul 15, 2023 at 3:01 pm

History

Date

Activity

Jul 15, 2023 at 2:09 pm

Jennifer Goldberg started a draft of Record USE-23-4

Jul 15, 2023 at 2:10 pm

Jennifer Goldberg altered Record USE-23-4, changed ownerEmail from "" to "mercantileattheridge@gmail.com "

Jul 15, 2023 at 2:10 pm

Jennifer Goldberg altered Record USE-23-4, changed ownerPhoneNo from "" to "4236547923"

Jul 15, 2023 at 3:01 pm

Jennifer Goldberg submitted Record USE-23-4

Jul 17, 2023 at 8:32 am

Melissa Mahoney waived payment step Application Fee on Record USE-23-4

Jul 17, 2023 at 8:32 am

approval step Intake Review was assigned to Melissa Mahoney on Record USE-23-4

Jul 17, 2023 at 8:33 am

Melissa Mahoney assigned approval step Intake Review to Michael Howell on Record USE-23-4

Timeline

| Label | Status | Activated | Completed | Assignee | Due Date |
|---|----------|-------------------------|-------------------------|----------------|----------|
| Application Fee | Waived | Jul 15, 2023 at 3:01 pm | Jul 17, 2023 at 8:32 am | | |
|  Intake Review | Active | Jul 17, 2023 at 8:32 am | | Michael Howell | |
| Council Decision | Inactive | | | | |
|  Decision Letter | Inactive | | | | |

6725 RINGGOLD RD

6725 Ringgold road east

Details

address
6725 RINGGOLD RD
parcel
84.5G

Parcel Information

WEN CHON CHONG INC
6725 RINGGOLD RD
17018 00000
[View on Google Maps](#)



RESOLUTION 3425

**AGENDA MEMORANDUM
AIR CONDITIONER REPLACEMENT – POLICE DEPARTMENT
EMERGENCY PURCHASE**

August 10, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The air conditioner unit (10 ton) serving a portion of the Police Department failed late last week and needs replacement. It is entirely inoperable at this time. The City's Maintenance Division obtained two (2) quotes from reputable HVAC contractors, and their prices for the replacement are as follows:

- Bailey's Heating and Air \$21,540
- Jake Marshall Service \$27,841

Due to daily outside temperatures hitting the low to mid 90's, the temperature inside the building is substantially hotter and the working conditions for the employees are stressed, I went ahead and authorized an emergency purchase of the air conditioner unit. I felt it was a necessary action to take to restore an acceptable work environment as soon as possible; therefore, I am notifying the Mayor and City Council of my decision.

JSM/

RESOLUTION NO. 3425

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE EMERGENCY PURCHASE OF A NEW
HVAC SYSTEM FOR THE EAST RIDGE POLICE
DEPARTMENT**

WHEREAS, East Ridge City Code 5-404(2) and 5-404(6), together with T.C.A. 6-56-205, T.C.A. 6-56-304, and T.C.A. 12-3-1207, provide emergency exceptions to the City's bid procurement requirements when an emergency arises making it necessary to incur an emergency purchase; and

WHEREAS, the East Ridge Police Department HVAC system has malfunctioned and/or become inoperable necessitating the immediate purchase of a new HVAC system during the summer months with temperatures exceeding 90 degrees Fahrenheit and posing a threat to the health, safety, and welfare of East Ridge police officers and personnel; and

WHEREAS, with a quorum present the City Council, by a two-thirds (2/3) vote, declared the existence of an actual emergency threatening the health, safety and welfare of the inhabitants of the City since the excess heat temperatures are impacting East Ridge police officers and personnel from working within the police station; and

WHEREAS, two quotes were obtained as follows:

- Bailey's Heating and Air
 - Unit Replacement Price \$21,540.00

 - Jake Marshall Service
 - Unit Replacement Price \$27,841.00
 - Duct Furnace Replacement \$10,211.00
- Total \$38,052.00

WHEREAS, staff is requesting that the City Council approve the quote of Bailey's Heating and Air in the amount of \$21,540.00 as an emergency purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the emergency purchase of a new HVAC system for the East Ridge Police Department is hereby approved from Bailey's Heating and Air at a total cost of \$21,540.00.

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 _____, 2023

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Jake Marshall Service

East Ridge Police Department

East Ridge Police Dept.

Proposed Project Agreement

Date:

8/2/2023

Proposal Number:

FC01381

Prepared for:

East Ridge Police Department
4314 Old Ringgold Road
East Ridge, Tennessee 37412



Prepared by:

Mikel Porter

423-266-7200

mporter@jmservice.com

Service that builds relationships



PROJECT PROPOSAL

Company

Jake Marshall Service, Inc.
611 W. Manning St.
Chattanooga, TN 37405
Ph: 423-266-7200

Proposal Date: 8/2/2023
Proposal Number: FC01381

Bill To Identity

East Ridge Police Department
4314 Old Ringgold Road
East Ridge, Tennessee 37412
Chris Gilbert

Agreement Location

East Ridge Police Department
4314 Old Ringgold Road
East Ridge, Tennessee 37412
Chris Gilbert

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

OUR PRICE FOR THIS PROPOSAL ISUnit Replacement Price - \$27,841.00
.....Add \$10,211.00 for Duct Furnace Replacement

OUR PROPOSAL INCLUDES -

- Labor to demo the existing Trane air handling unit and condensing unit.
Labor to demo the existing supply and return ductwork as required.
Labor and material to install a new Trane air handling unit and condensing unit.
Labor and material to install supply and return ductwork as required.
Labor and material to flush the existing refrigerant lines and install new refrigerant once the system is installed complete.
Provide a lift to install the unit in the owner provided opening in the outside wall.
Labor to startup the new unit once it is installed complete to verify proper operation.

LEAD TIME - 3-5 days

PRICE VALID FOR 30 DAYS

WARRANTY: Our warranty on work performed is one (1) year, parts and labor. Five (5) year compressor warranty from the manufacturer.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. Net 30 Terms.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Mikel Porter
Signature (Authorized Representative)
Mikel Porter
Name (Print/ Type)
423-421-4884
Phone
08/02/2023
Date

Customer

Signature (Authorized Representative)
Name (Print/ Type)
Title
Date PO#



Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. **CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3% surcharge will be added to total project price.

RESOLUTION 3426

AGENDA MEMORANDUM
MUSEUM GRANT

August 24, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

For the fiscal year beginning July 1, 2023, the Tennessee General Assembly included a direct appropriation in the amount of \$5 million to the Tennessee State Museum for the sole purpose of providing grants to museums. The grants must be used for the capital maintenance and improvements of the museum; to include building improvements entailing renovations and structural changes, and land improvements.

The capital improvement and maintenance grant has a minimum amount of \$5,000 and a maximum of \$100,000. All projects must be completed by June 30, 2024. Grant applications are due October 2, 2023.

City Staff envisions aesthetic modifications to the front and entranceway to the museum as well as new signage, and interior remodeling of the museum rooms. I asked Jerry Isakson, MBI Architects, about handling the design of the outside of the building and the signage. As for the inside of the building I propose utilizing the services of a local contractor to provide a cost estimate on a makeover and renovation.

Attached hereto please find a copy of a standard AIA Agreement between MBI and the City of East Ridge for conceptual design and the drafting of construction documents for a museum grant the City desires to apply for with the State. The meat of the agreement is on page 20, Article 11, section .1 and .2; whereby it states the conceptual design shall not exceed \$8,000 and upon approval of the grant then construction documents would be at 8% of the total cost of construction (grant is \$100,000 maximum therefore the amount would be \$8,000).

Your approval to move forward with this grant project please.

Attachment

JSM/

RESOLUTION NO. 3426

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH MBI COMPANIES, INC. FOR
PROFESSIONAL ARCHITECTURAL SERVICES
REGARDING RENOVATIONS TO THE EAST RIDGE
HISTORY CENTER, WITH FUNDS TO BE PROVIDED, IF
APPROVED, BY A STATE OF TENNESSEE GRANT**

WHEREAS, the East Ridge History Center, located in the City's Annex Building, houses a small portion of our City's rich history by showcasing historical and cultural artifacts and precious memories of our great City.

WHEREAS, the City has an opportunity to apply for a State of Tennessee grant which must be used for capital maintenance and improvements to the center, to include building improvements entailing renovations and structural changes, and land improvements.

WHEREAS, the minimum amount of the grant is \$5,000 and the maximum amount is \$100,000; and

WHEREAS, the City must provide a conceptual design for the museum at the time of the grant application; and

WHEREAS, the cost of the conceptual design would not exceed \$8,000 and upon approval of the grant, construction documents would be 8% of the total amount of the grant, which would not exceed \$8,000; and

WHEREAS, the City Manager is requesting authorization to enter into an architectural agreement with MBI Companies, Inc. for a conceptual design for capital maintenance and improvements to the exterior of the East Ridge History Center for a cost of \$8,000, and if approved for the grant, to pay MBI Companies, Inc. 8% of the total grant amount, for a maximum of \$8,000, to draft the construction documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor is authorized to execute an architectural agreement with MBI Companies, Inc. for the conceptual design for capital maintenance and improvements to the exterior of the History Center for a cost of \$8,000, and if approved for the grant, to pay MBI Companies, Inc. 8% of the total grant amount, for a maximum of \$8,000 to draft the construction documents.

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 _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day August in the year Two Thousand and Twenty Three.

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of East Ridge
Attn: J. Scott Miller
1517 Tombras Avenue
East Ridge, TN 37412

and the Architect:
(Name, legal status, address and other information)

MBI Companies, Inc.
651 East Fourth Street
Suite 500
Chattanooga, TN 37403

for the following Project:
(Name, location and detailed description)

East Ridge History and Archive
1510 Tombras Avenue
East Ridge, TN 37412

Comm No.: 231275

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



Init.

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User Notes:

(794186310)

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| 13 | SCOPE OF THE AGREEMENT |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Initial conceptual design for an assessment needs submittal for grant application. If approved to proceed with design, this contract will also serve as a notice to proceed with the construction documents for said improvements associated with the approved grant application for the remodel of the East Ridge History and Archive building.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing building is a single story structure that includes archival, meeting and storage spaces for both public and city use. The design will incorporate aesthetics for visual attention as well as other improvements to interior spaces necessary to achieve the approved design.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Initial total project budget is estimated at Five Hundred Thousand Dollars and no cents. (\$500,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Conceptual plan for grant application of August Twenty-fifth of Two Thousand and Twenty Three. (8/25/2023) SD, DD & CD dependent on final scope of grant allocation and city approval.

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid **To Be Determined**

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No sustainable objectives identified.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

J. Scott Miller
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

To Be Determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jerry A. Isaksen
MBI Companies, Inc.
651 East Fourth Street
Suite 500
Chattanooga, TN 37403
jerryi@mbicompanies.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Nick Deal
MBI Companies, Inc.
299 North Weisgarber Road
Knoxville, TN 37919

.2 Mechanical Engineer:

John Buchanan
MBI Companies, Inc.
299 North Weisgarber Road
Knoxville, TN 37919

.3 Electrical Engineer:

Mark Newlin
MBI Companies, Inc.
299 North Weisgarber Road
Knoxville, TN 37919

Init.

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User Notes:

(794186310)

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than State required each accident, State required each employee, and State required policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES (To Be Determined, Dependent on Final Approval of Scope)

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1

§ 3.5.3.2

- .1
- .2
- .3
- .4

§ 3.5.3.3

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES (Applicable After Approval of Grant Funding)

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|---|
| § 4.1.1.1 Programming | Owner |
| § 4.1.1.2 Multiple preliminary designs | Not Provided |
| § 4.1.1.3 Measured drawings | Not Provided |
| § 4.1.1.4 Existing facilities surveys | Not Provided |
| § 4.1.1.5 Site evaluation and planning | Architect |
| § 4.1.1.6 Building Information Model management responsibilities | Architect |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.8 Civil engineering | Owner |
| § 4.1.1.9 Landscape design | Owner |
| § 4.1.1.10 Architectural interior design | Architect |
| § 4.1.1.11 Value analysis | Not Provided |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Not Provided |
| § 4.1.1.13 On-site project representation | Owner |
| § 4.1.1.14 Conformed documents for construction | Not Provided |
| § 4.1.1.15 As-designed record drawings | Owner |
| § 4.1.1.16 As-constructed record drawings | Owner |
| § 4.1.1.17 Post-occupancy evaluation | Not Provided |
| § 4.1.1.18 Facility support services | Owner |
| § 4.1.1.19 Tenant-related services | Owner |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Not Provided |
| § 4.1.1.21 Telecommunications/data design | Owner |
| § 4.1.1.22 Security evaluation and planning | Owner |
| § 4.1.1.23 Commissioning | Not Provided |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| § 4.1.1.25 Fast-track design services | Not Provided |
| § 4.1.1.26 Multiple bid packages | Not Provided |
| § 4.1.1.27 Historic preservation | Not Provided |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Owner |
| § 4.1.1.29 Other services provided by specialty Consultants | Owner |
| § 4.1.1.30 Other Supplemental Services | Not Provided |
| | |

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.10: MBI Companies, Inc. will identify interior wall, floor and ceiling finishes as well as fixed casework included in base fee

4.1.1.15: MBI Companies, Inc. will provide PDF drawings with all final revisions

4.1.1.16: MBI Companies, Inc. will make available to the owner all revisions including GC provided Closeout/As-built documents in PDF format.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.1: As identified in Exhibit A under "Scope of Work"

4.1.1.16: To be provided by select GC as part of Construction Contract

4.1.1.13, .18, .19, .21, and .28: By Owner as deemed appropriate for the project.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen (16) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 Subject to force majeure event, if the services covered by this Agreement have not been completed within fifteen (15) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. For purposes of this Agreement, the following shall constitute a force majeure event: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) actions, embargoes or blockades in effect on or after the date of the Agreement; (d) strikes, labor stoppages or slowdowns or other industrial disturbances; (e) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak or pandemic, or serious illness); (f) emergency state; (g) shortage of adequate supplies and equipment; (h) other similar events beyond the reasonable control of the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements within ten (10) days after receipt of written request from the Architect, the Owner shall furnish the requested information.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages 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 due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

§ 8.3 Arbitration

This section has been purposefully removed.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Conceptual documents = NTE Eight Thousand Dollars and no cents (\$8,000.00) billed on an hourly basis and applied to remainder of project after approval.

.2 Percentage Basis
(Insert percentage value)

Upon approval of grant funding, construction documents through permitting and CA services to be eight percent (8%) of total cost of construction.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.15: MBI Companies, Inc. will provide PDF drawing with all final revision

4.1.1.16: MBI Companies, Inc. will make available to the Owner all revisions included GC provided Closeout/As-built documents in PDF format.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Fees for Additional Services will be billed at the Architect's Hourly Rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase | twenty-five | percent (| 25 | %) |
| Design Development Phase | fifteen | percent (| 15 | %) |
| Construction Documents Phase | forty | percent (| 40 | %) |
| Procurement Phase | five | percent (| 5 | %) |
| Construction Phase | Fifteen | percent (| 15 | %) |
| <hr/> | | | | |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Employee or Category | Rate (\$0.00) |
|---------------------------------------|----------------------|
| Administrative Assistant / Accounting | \$ 75.00 |
| CAD Technician | \$ 112.00 |
| CAD Technician Designer | \$ 132.00 |

| | |
|--------------------------------------|-----------|
| Architect / Engineer – Intern | \$ 140.00 |
| Architect / Engineer – Registered | \$ 160.00 |
| Architect / Engineer – Registered II | \$ 178.00 |
| Interior Designer | \$ 146.00 |
| Project Manager | \$ 150.00 |
| Principal / Surveyor | \$ 198.00 |
| Senior Principal | \$ 215.00 |

*These rates are subject to change as we adjust our hourly rates periodically to reflect the advancing experience, capabilities and seniority of our professionals and staff, as well as general economic factors

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One Percent (1 %) monthly at a twelve percent (12%) APR

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Limitation of Liability. In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed five (5) times Architect's fees paid for the services rendered on this project, or \$50,000 whichever is greater, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. The Owner further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.

§ 12.2 Accessibility: The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and Architect shall, accordingly, not have any liability to the Owner in connection with same.

Code Compliance: Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

§ 12.3 Betterment: If, due to Architect's omission, a required item or component of the Project is omitted from Architect's construction documents, Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Professional services provided by Consultant and its consultants, if any, shall be provided consistent with and limited to the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care.

§ 12.4 Certificate of Merit: The Client shall not make any claim for professional negligence, either directly or in a third-party claim, against Consultant unless the Client has first provided Consultant with a written certification, executed by an independent Consultant, currently practicing in the same discipline as Consultant, who is principal of a bona fide firm, and licensed in the State of Tennessee. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act, error, or omission that the certifier contends is a violation of the standard of care expected of an engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act, error, or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or legal action.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraph deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Capital Maintenance and Improvement Grants

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Jerry Isaksen, AIA, Principal

(Printed name, title, and license number, if required)

Init.

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User Notes:

(794186310)

ARCHITECT *(Signature)*

M. Edward Jett, PE, SE, CEO

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:36:46 ET on 07/31/2023.

PAGE 1

AGREEMENT made as of the day of ~~in the year~~
~~(In words, indicate day, month and year.)~~ First day August in the year Two Thousand and Twenty Three.

...

City of East Ridge
Attn: J. Scott Miller
1517 Tombras Avenue
East Ridge, TN 37412

...

MBI Companies, Inc.
651 East Fourth Street
Suite 500
Chattanooga, TN 37403

...

East Ridge History and Archive
1510 Tombras Avenue
East Ridge, TN 37412

Comm No.: 231275
PAGE 2

~~(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~

...

Initial conceptual design for an assessment needs submittal for grant application. If approved to proceed with design, this contract will also serve as a notice to proceed with the construction documents for said improvements associated with the approved grant application for the remodel of the East Ridge History and Archive building.

...

The existing building is a single story structure that includes archival, meeting and storage spaces for both public and city use. The design will incorporate aesthetics for visual attention as well as other improvements to interior spaces necessary to achieve the approved design.

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User Notes:

(794186310)

...

Initial total project budget is estimated at Five Hundred Thousand Dollars and no cents. (\$500,000.00)

PAGE 3

Conceptual plan for grant application of August Twenty-fifth of Two Thousand and Twenty Three. (8/25/2023) SD, DD & CD dependent on final scope of grant allocation and city approval.

...

To Be Determined

...

Competitive bid To Be Determined

...

No sustainable objectives identified.

...

J. Scott Miller
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412

PAGE 4

To Be Determined

...

To Be Determined

...

To Be Determined

...

Jerry A. Isaksen
MBI Companies, Inc.
651 East Fourth Street
Suite 500
Chattanooga, TN 37403
jerryi@mbicompanies.com

...

Nick Deal
MBI Companies, Inc.
299 North Weisgarber Road
Knoxville, TN 37919

...

John Buchanan
MBI Companies, Inc.
299 North Weisgarber Road
Knoxville, TN 37919

3 Electrical Engineer:

Mark Newlin
MBI Companies, Inc.
299 North Weisgarber Road
Knoxville, TN 37919

PAGE 5

~~§ 2.5.1~~ Commercial General Liability with policy limits of not less than ~~(\$) for each occurrence and (\$) one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00)~~ in the aggregate for bodily injury and property damage.

~~§ 2.5.2~~ Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$) one million dollars (\$ 1,000,000.00)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

~~§ 2.5.5~~ Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$) State required each accident, State required each employee, and State required policy limit.~~

~~§ 2.5.6~~ Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$) per claim and (\$) one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00)~~ in the aggregate.

...

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES (To Be Determined, Dependent on Final Approval of Scope)

PAGE 8

~~§ 3.5.3.1~~ Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

~~§ 3.5.3.2~~ The Architect shall assist the Owner in obtaining proposals by:

- ~~.1~~ facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- ~~.2~~ organizing and participating in selection interviews with prospective contractors;
- ~~.3~~ preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- ~~.4~~ participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3~~ If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 11

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES (Applicable After Approval of Grant Funding)

PAGE 12

| | |
|------------------------------|-------|
| § 4.1.1.1 Programming | Owner |
|------------------------------|-------|

| | | |
|------------|--|---------------------|
| § 4.1.1.2 | Multiple preliminary designs | <u>Not Provided</u> |
| § 4.1.1.3 | Measured drawings | <u>Not Provided</u> |
| § 4.1.1.4 | Existing facilities surveys | <u>Not Provided</u> |
| § 4.1.1.5 | Site evaluation and planning | <u>Architect</u> |
| § 4.1.1.6 | Building Information Model management responsibilities | <u>Architect</u> |
| § 4.1.1.7 | Development of Building Information Models for post construction use | <u>Not Provided</u> |
| § 4.1.1.8 | Civil engineering | <u>Owner</u> |
| § 4.1.1.9 | Landscape design | <u>Owner</u> |
| § 4.1.1.10 | Architectural interior design | <u>Architect</u> |
| § 4.1.1.11 | Value analysis | <u>Not Provided</u> |
| § 4.1.1.12 | Detailed cost estimating beyond that required in Section 6.3 | <u>Not Provided</u> |
| § 4.1.1.13 | On-site project representation | <u>Owner</u> |
| § 4.1.1.14 | Conformed documents for construction | <u>Not Provided</u> |
| § 4.1.1.15 | As-designed record drawings | <u>Owner</u> |
| § 4.1.1.16 | As-constructed record drawings | <u>Owner</u> |
| § 4.1.1.17 | Post-occupancy evaluation | <u>Not Provided</u> |
| § 4.1.1.18 | Facility support services | <u>Owner</u> |
| § 4.1.1.19 | Tenant-related services | <u>Owner</u> |
| § 4.1.1.20 | Architect's coordination of the Owner's consultants | <u>Not Provided</u> |
| § 4.1.1.21 | Telecommunications/data design | <u>Owner</u> |
| § 4.1.1.22 | Security evaluation and planning | <u>Owner</u> |
| § 4.1.1.23 | Commissioning | <u>Not Provided</u> |
| § 4.1.1.24 | Sustainable Project Services pursuant to Section 4.1.3 | <u>Not Provided</u> |
| § 4.1.1.25 | Fast-track design services | <u>Not Provided</u> |
| § 4.1.1.26 | Multiple bid packages | <u>Not Provided</u> |
| § 4.1.1.27 | Historic preservation | <u>Not Provided</u> |
| § 4.1.1.28 | Furniture, furnishings, and equipment design | <u>Owner</u> |
| § 4.1.1.29 | Other services provided by specialty Consultants | <u>Owner</u> |
| § 4.1.1.30 | Other Supplemental Services | <u>Not Provided</u> |

PAGE 13

4.1.1.10: MBI Companies, Inc. will identify interior wall, floor and ceiling finishes as well as fixed casework included in base fee

4.1.1.15: MBI Companies, Inc. will provide PDF drawings with all final revisions

4.1.1.16: MBI Companies, Inc. will make available to the owner all revisions including GC provided Closeout/As-built documents in PDF format.

...

4.1.1.1: As identified in Exhibit A under "Scope of Work"

4.1.1.16: To be provided by select GC as part of Construction Contract

4.1.1.13, .18, .19, .21, and .28: By Owner as deemed appropriate for the project.

PAGE 14

1. ~~(→)Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. ~~(→)Sixteen (16)~~ visits to the site by the Architect during construction
3. ~~(→)One (1)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. ~~(→)One (1)~~ inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 ~~If Subject to force majeure event, if the services covered by this Agreement have not been completed within (→)fifteen (15) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. For purposes of this Agreement, the following shall constitute a force majeure event: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) actions, embargoes or blockades in effect on or after the date of the Agreement; (d) strikes, labor stoppages or slowdowns or other industrial disturbances; (e) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak or pandemic, or serious illness); (f) emergency state; (g) shortage of adequate supplies and equipment; (h) other similar events beyond the reasonable control of the Owner.~~

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site ~~requirements; requirements within ten (10) days after receipt of written request from the Architect. the Owner shall furnish the requested information.~~

PAGE 15

§ 5.4 ~~The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

PAGE 18

Litigation in a court of competent jurisdiction

Other: *(Specify)*

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

...

This section has been purposefully removed.

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the~~

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User Notes: (794186310)

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 20

Conceptual documents = NTE Eight Thousand Dollars and no cents (\$8,000.00) billed on an hourly basis and applied to remainder of project after approval.

...

(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Upon approval of grant funding, construction documents through permitting and CA services to be eight percent (8%) of total cost of construction.

...

4.1.1.15: MBI Companies, Inc. will provide PDF drawing with all final revision

4.1.1.16: MBI Companies, Inc. will make available to the Owner all revisions included GC provided Closeout/As-built documents in PDF format.

PAGE 21

Fees for Additional Services will be billed at the Architect's Hourly Rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (-%) Ten percent (10%), or as follows:

...

| | | | | |
|------------------------------|--------------------|-----------|-----------|----|
| Schematic Design Phase | <u>twenty-five</u> | percent (| <u>25</u> | %) |
| Design Development Phase | <u>fifteen</u> | percent (| <u>15</u> | %) |
| Construction Documents Phase | <u>forty</u> | percent (| <u>40</u> | %) |
| Procurement Phase | <u>five</u> | percent (| <u>5</u> | %) |
| Construction Phase | <u>Fifteen</u> | percent (| <u>15</u> | %) |

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

...

| | |
|--|------------------|
| <u>Administrative Assistant / Accounting</u> | <u>\$ 75.00</u> |
| <u>CAD Technician</u> | <u>\$ 112.00</u> |
| <u>CAD Technician Designer</u> | <u>\$ 132.00</u> |
| <u>Architect / Engineer – Intern</u> | <u>\$ 140.00</u> |
| <u>Architect / Engineer – Registered</u> | <u>\$ 160.00</u> |
| <u>Architect / Engineer – Registered II</u> | <u>\$ 178.00</u> |
| <u>Interior Designer</u> | <u>\$ 146.00</u> |
| <u>Project Manager</u> | <u>\$ 150.00</u> |
| <u>Principal / Surveyor</u> | <u>\$ 198.00</u> |
| <u>Senior Principal</u> | <u>\$ 215.00</u> |

*These rates are subject to change as we adjust our hourly rates periodically to reflect the advancing experience, capabilities and seniority of our professionals and staff, as well as general economic factors

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 23

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—)~~ sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ One Percent (1 %) monthly at a twelve percent (12%) APR

...

§ 12.1 Limitation of Liability. In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed five (5) times Architect's fees paid for the services rendered on this project, or

\$50,000 whichever is greater, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. The Owner further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.

§ 12.2 Accessibility: The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and Architect shall, accordingly, not have any liability to the Owner in connection with same.

Code Compliance: Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

§ 12.3 Betterment: If, due to Architect's omission, a required item or component of the Project is omitted from Architect's construction documents, Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Professional services provided by Consultant and its consultants, if any, shall be provided consistent with and limited to the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care.

§ 12.4 Certificate of Merit: The Client shall not make any claim for professional negligence, either directly or in a third-party claim, against Consultant unless the Client has first provided Consultant with a written certification, executed by an independent Consultant, currently practicing in the same discipline as Consultant, who is principal of a bona fide firm, and licensed in the State of Tennessee. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act, error, or omission that the certifier contends is a violation of the standard of care expected of an engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act, error, or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or legal action.

PAGE 24

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner ~~and~~ an the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

...

.2 ~~AIA Document E203™, 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

...

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A: Capital Maintenance and Improvement Grants

...

Jerry Isaksen, AIA, Principal

...

ARCHITECT *(Signature)*

M. Edward Jett, PE, SE, CEO

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:36:46 ET on 07/31/2023 under Order No. 4104238889 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**AGENDA MEMORANDUM
N. MACK SMITH ROAD WIDENING PROJECT**

AUGUST 24, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City has acquired and closed on all the right-of-way (ROW) properties necessary for the widening of N. Mack Smith Road except the property of the East Ridge Retirement Center (Tract 1 and 10 owned by L H Mack Smith Road LLC).

The negotiator for the ROW acquisition of Tracts 2 through 9 made the last best offer (LBO) to the owner of Tract 10 on June 15, 2023. As of July 21st the negotiator has not received a response to the LBO, nor has he received a counteroffer. My office has not received a response to the offer either.

Since it has been well over a month since the LBO was made to L H Mack Smith Road LLC, I am seeking direction from the City Council on how you wish to proceed. In order to keep this road project moving forward, I am requesting from the City Council consideration to instruct ASA Engineering to: (1) finalize the construction and bid documents for the N. Mack Smith Road widening project from Ringgold Road to the north property line of the Fairfield Inn and Suites; and (2) authorize to formally bid the project.

JSM/

AGENDA MEMORANDUM
5-YEAR PARKS AND RECREATION PLAN

August 24, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City Council approved a 5-Year Parks and Recreation Plan (2018-2023) on December 14, 2017. The Key objective of the plan was to review previous proposals for recreation development in East Ridge, and to identify projects that would meet the current and future recreation needs of the community. This plan expires at the end of the 2023 calendar year.

In order to be considered for parks and recreation grants under TDEC's programs (ie Local Parks & Recreation Fund), the local government must have an active comprehensive plan. Southeast Tennessee Development District (SETDD) completed the City's Plan in 2017; however, due to staffing and a backlog of projects they had to defer completing an updated 5-year plan for East Ridge. Therefore, the City Staff solicited letters of intent and Requests for Qualifications (RFQ's) from experienced consulting planners to perform planning services to include the preparation of a 5-year comprehensive plan for the ER Parks and Recreation Department.

The City received three (3) proposals for the City's Parks and Recreation Comprehensive 5-Year Plan, as follows:

- TSW, Chattanooga, TN
- Ragen Smith, Chattanooga, TN
- Kimley Horn, Nashville, TN

The Selection Committee (Cameron McAllister, Shawna Skiles, Chad Ayers, Richard Werhle, Top Golf, and myself) heard presentations from the three (3) firms on Monday, July 10, 2023. Due to the schedules of City Staff and of the leading Consultant the parties aren't meeting to discuss an agreement for services until July 28, 2023. The Committee's top choice for this project will be presented to the Mayor and City Council at their regular business meeting of August 10, 2023 for consideration for appointment/approval.

JSM/

NOTE: THIS AGENDA ITEM HAS BEEN PUSHED TO THE AUGUST 24, 2023 CITY COUNCIL MEETING. THE PARTIES ARE CURRENTLY IN NEGOTIATIONS TO REACH AN AGREEMENT FOR SERVICES.

AGENDA MEMORANDUM
CITY ECONOMIC DEVELOPMENT GRANT AGREEMENT
CITY OF EAST RIDGE, EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD and
COMMUNITY BUILDERS, LLC AND STERLING HOLDINGS, LLC

August 24, 2023

Submitted By:



J. Scott Miller, City Manager

BACKGROUND:

The City of East Ridge and the East Ridge Industrial Development Board (IDB) entered into an Economic Development Grant Agreement dated March 10, 2022 whereby the Developer (Community Builders, LLC and Sterling Holdings, LLC) requested of the City to submit an Economic Development Appropriation Grant Application to the State of Tennessee requesting a direct appropriation grant of \$13 million payable to the IDB; whereby the funds would be used to fund approved infrastructure expenses of the Developer. The grant that was ultimately approved by the State was \$5 million.

Pursuant to Article IV, Section 1, Developer's Acknowledgement, of the Agreement, "the grant is to support the Developer's infrastructure improvements of Phase I necessary to support economic development of the Project, including, but not limited to, sewers, water supply systems, utility extensions, streets, traffic control devices, and wastewater collection and treatment systems."

Pursuant to Article IV, Section 6, Release of Grant Funds, of the Agreement, payment of the grant (\$5 million) is made to the Developer upon the satisfaction of the construction milestone completion schedule in the amounts indicated as follows: first payment in the amount of 50%; second payment in the amount of 25%; and final payment in the amount of 25%. The City has to date made the first and the second payments to the Developer. For your information the City and the IDB are entitled to receive 1% of the grant funds for administrative purposes.

SUBJECT:

Attached hereto please find a letter from Kenny Custer, Star Community Builders, requesting of the City two modifications to the Economic Development Grant Agreement, as follows:

- The deletion of Section 6(c)(i) within said agreement to allow the Developer to receive the final reimbursement of 25% upon receipt and review of the certified expenditures. Please see the attached section of the agreement.

- Page 2, the second Whereas clause, the total amount of grant funds to be changed from \$13 million to \$5 million since the \$5 million figure was the actual grant received by the City. Please see the attached whereas in the agreement.

JSM/

NOTE: THIS AGENDA ITEM HAS BEEN PUSHED TO THE AUGUST 24, 2023 CITY COUNCIL MEETING.

AGENDA MEMORANDUM

Animal Services Portable Radio Purchase

Date: 8/24/2024

Submitted by:

Clint Uselton, Police Chief

SUBJECT:

East Ridge Animal Services is requesting permission to purchase two Motorola portable radios. The total purchase price for the two radios will be \$11,014.32 and was included in the budget.

Attachment: Motorola Quote



EAST RIDGE, CITY OF

APX6000 for Animal Control

07/21/2023

Billing Address:
 EAST RIDGE, CITY OF
 E RIDGE, CITY OF
 1517 TOMBRAS AVE
 EAST RIDGE, TN 37412
 US

Quote Date:07/21/2023
 Expiration Date:09/19/2023
 Quote Created By:
 Kris Massengill
 kris@criticalts.com

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

Contract: State of TN SWC 424

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|---|-----|------------|------------|-----------------|
| | APX™ 6000 Series | APX6000 | | | | |
| 1 | H98UCF9PW6BN | APX6000 700/800 MODEL 2.5 PORTABLE | 2 | \$7,383.00 | \$5,367.28 | \$10,734.56 |
| 1a | H869BZ | ENH: MULTIKEY | 2 | | | |
| 1b | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | 2 | | | |
| 1c | Q361AR | ADD: P25 9600 BAUD TRUNKING | 2 | | | |
| 1d | H38BT | ADD: SMARTZONE OPERATION | 2 | | | |
| 1e | Q58AL | ADD: 3Y ESSENTIAL SERVICE | 2 | | | |
| 1f | QA00580AC | ADD: TDMA OPERATION | 2 | | | |
| 1g | Q806BM | ADD: ASTRO DIGITAL CAI OPERATION | 2 | | | |
| 1h | Q629AK | ENH: AES ENCRYPTION AND ADP | 2 | | | |
| 2 | NNTN8860A | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA | 2 | \$186.50 | \$139.88 | \$279.76 |

Grand Total

\$11,014.32(USD)



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

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.



| Purchase Order Checklist | |
|---|--|
| Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this) | |
| PO Number/ Contract Number | |
| PO Date | |
| Vendor = Motorola Solutions, Inc. | |
| Payment (Billing) Terms/ State Contract Number | |
| Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name | |
| Bill-To Address | |
| Ship-To Address (If we are shipping to a MR location, it must be documented on PO) | |
| Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO) | |
| PO Amount must be equal to or greater than Order Total | |
| Non-Editable Format (Word/ Excel templates cannot be accepted) | |
| Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept | |
| Ship To Contact Name & Phone # | |
| Tax Exemption Status | |
| Signatures (As required) | |