

**RESOLUTION NO. 3464**

AGENDA MEMORANDUM  
PAVILION

November 9, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City Council at their regular business meeting on September 14, 2023 gave City Staff the green light to move forward with plans to construct a “pavilion” on City property behind the City Hall and Community Center. Said facility could be used for farmer’s market, special events by the City (National Night Out, Christmas parade reception, employee luncheons, 9-11 ceremonial luncheon, library functions, etc.), wedding receptions, private parties, birthday rentals, banquets, etc.

The City Council at their regular business meeting on September 28, 2023 accepted the recommendation of the City Manager to reactivate the architectural agreement between Hefferlin + Kronenberg Architects that was approved back on April 14, 2018 for the design and development of a pavilion subject to the renegotiation on the compensation for services.

At the September 28th meeting the City Council agreed that the pavilion should be a “first class” facility that would showcase the “town center” concept, and include the following design and structural features:

- Size – 10,000 square feet (seat up to 500 persons) with 2,000 square feet for restrooms, storage, catering kitchen, and mechanical room.
- Garage doors around the perimeter so the facility can be open-air and/or enclosed.
- Catering kitchen
- Fireplace
- Heat and air conditioning
- Location – behind the City Hall and Community Center buildings in the grassy area.

The probable construction cost of this pavilion is \$6 million dollars; which amount equates to 12,000 square feet times \$500 (projected at \$500 per square foot).

Attached hereto please find a copy of the updated architectural agreement between Hefferlin + Kronenberg Architects and the City of East Ridge to design and develop the plans and specifications for a pavilion as noted in the previous paragraph. The compensation for this project sets a fee of \$371,124.30; representing 6.2% of the probable construction cost of the pavilion (projected at \$6 million). This fee is in order for projects of this size.

In summary, the cost of the pavilion project would total \$6.4 million dollars; being \$6 million for the building and \$400,000 (rounded up from \$371,124.30) for architectural services.

Funding for this project is recommended to be generated from the proceeds of a bond issue in the amount of \$7.9 million dollars. Said amount would include \$1.5 million dollars for the Camp Jordan Park, Phase III improvements project **plus** \$6.4 million for the pavilion building project. It would make sense to bundle these two projects into one lump amount to realize economies of scale.

Attachments

JSM/

**RESOLUTION NO. 3464**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN ARCHITECTURAL SERVICES AGREEMENT WITH HEFFERLIN + KRONENBERG ARCHITECTS FOR ARCHITECTURAL SERVICES TO INCLUDE THE DESIGN AND DEVELOPMENT OF PLANS AND SPECIFICATIONS FOR A MULTI-PURPOSE PAVILION TO BE BUILT BEHIND CITY HALL AND THE COMMUNITY CENTER**

**WHEREAS**, on April 4, 2018, City Council approved Resolution No. 2770, an architectural agreement with Hefferlin + Kronenberg Architects, for the design and development of construction documents for an open-air pavilion; and

**WHEREAS**, Hefferlin + Kronenberg began work on the pavilion project; however, the project was placed on hold and the financial resources were diverted to the construction of a much-needed new Animal Shelter Facility; and

**WHEREAS**, on September 28, 2023, City Council approved Resolution No. 3451 to re-activate the architectural agreement with Hefferlin + Kronenberg Architects in order to move forward with plans to construct a pavilion; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee, that the Mayor is authorized to enter into an architectural services agreement with Hefferlin + Kronenberg to include the design and development of plans and specifications for a multi-purpose pavilion to be built behind City Hall and the Community Center.

**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 November 9, 2023  
*(In words, indicate day, month and year.)*

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

City of East Ridge  
J. Scott Miller, City Manager (Owner Representative)  
jsmiller@eastridgetn.gov  
1517 Tombras Avenue, East Ridge, TN 37412  
(423) 867 - 7711

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

Hefferlin + Kronenberg Architects, PLLC  
1216 E. Main Street, Suite 120  
Chattanooga, TN 37408  
(423) 266 - 3656

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

East Ridge Town Center

Multi-purpose First Class Pavilion to showcase the East Ridge Town Center concept and include the following design features:

Size: 12,000sf with 2,000sf for restrooms, storage, mechanical and catering kitchen as well as two wedding party changing rooms which can also be used as conference rooms. Garage doors around the perimeter so the facility can be open-air and/or enclosed  
Fireplace  
Heat and Air conditioning

The Facility will be used for farmers markets, special events by the city (National Night Out, Christmas parade and reception, employee luncheons, 9-11 ceremonial luncheon, library functions, etc.), wedding receptions, private parties, birthday rentals, banquets, etc.

Building location: City Property behind the City Hall and Community Center and adjacent to the McBrien Elementary School. 150 parking spaces and the associated site work is included in the project scope (See "Exhibit One").

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.

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### ARTICLE 1 INITIAL INFORMATION

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

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

§ 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.)*

Multi-Purpose Pavilion to serve many uses including Farmers Markets, City Events (National Night Out, Christmas Parade and Reception, Employee Luncheons, 9-11 Ceremonial Luncheon, library functions, etc), Festivals, Music Performances, Weddings, Private Parties, Corporate Events, Summer Camps and Community Meetings.

- Size: 12,000 sf with 2,000 sf for restrooms, storage, mechanical and catering kitchen as well as 2 bride and groom changing rooms which can also be used for conference rooms
- Garage doors around the perimeter so the facility can be open-air and /or enclosed
- Fireplace
- Heat and Air conditioning
- Building location: City Property behind the City Hall and Community Center and adjacent to the McBrien Elementary School. 150 parking spaces and the associated site work is included in the project scope (See Exhibit One).

§ 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.)*

1501 Tombras Avenue

See Exhibit One. The parcel is located adjacent to the McBrien School on City property. The size and requirements will be studied and agreed upon based on desired use, plan implications, parking, and budget. The scope of the project is identified in "Exhibit One" scope diagram

§ 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.)

Six Million (\$6,000,000) excluding soft costs

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

.1 Design phase milestone dates, if any:

Contract Approval:	November 9, 2023
Schematic Design:	11/15/23-12/31/23
Staff Review:	1/1/24-1/15/24
Design Development:	1/15/24-2/29/24
Staff Review:	3/1/24-3/15/24
Staff Final Review:	3/1/24-3/15/24
Construction Documents:	3/18/24-5/31/24
Bidding and Permitting:	6/3/24-6/28/24
Construction Contract:	7/1/24-7/12/24

- Schedule subject to change depending on how the project proceeds.

.2 Construction commencement date:

- July 2024  
Schedule subject to change depending on how the project proceeds.

.3 Substantial Completion date or dates:

- July 2025  
Schedule subject to change depending on how the project proceeds.

.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

§ 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.)

Not Applicable

§ 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.)

Scott Miller, City Manager  
(423) 883-1361  
jscottmiller@eastridgetn.gov

§ 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.)

Michael Howe, Chief Building Official  
(423) 867-7711 ext 106

Shawna Skiles, Parks & Recreation Director  
(423) 805-3110

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

.1 Geotechnical Engineer:

ASA Engineering

201 Cherokee Blvd, Suite 101  
Chattanooga, TN 37402  
(423) 805-3700

.2 Civil Engineer:

Included in Architect Consultants Article 1.1.11.1

.3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

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

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

Heidi Hefferlin, Principal

Hefferlin + Kronenberg Architects, PLLC  
1216 E. Main Street, Suite 120, Chattanooga, TN 37408  
(423) 266-3656

Chris Dufresne, Construction Administration

Project manager to be assigned when the project commences

§ 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:

March Adams & Associates, Inc.  
310 Dodds Avenue, Chattanooga TN 37404  
(423) 698 - 6675

.2 Mechanical Engineer:

March Adams & Associates, Inc.  
310 Dodds Avenue, Chattanooga TN 37404  
(423) 698 - 6675

(Paragraph deleted)

.3 Electrical Engineer:

March Adams & Associates, Inc.  
310 Dodds Avenue, Chattanooga TN 37404  
(423) 698 - 6675

4. Civil Engineer:

ASA Engineering  
201 Cherokee Blvd, Suite 101  
Chattanooga, TN 37402  
(423) 805-3700

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

N/A

§ 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 ) for each occurrence and One Million Dollars (\$ 1,000,000 ) 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 ) 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 One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) 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 ) per claim and Two Million Dollars (\$ 2,000,000 ) 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**

§ 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 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.

### § 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

### § 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.)

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Three (3) Preliminary Designs Included
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Included
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Included
§ 4.1.1.13 On-site project representation	Not Included
§ 4.1.1.14 Conformed documents for construction	Not Included
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect will coordinate as required for construction documents
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Included
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Included
§ 4.1.1.25 Fast-track design services	Not Included
§ 4.1.1.26 Multiple bid packages	Not Included
§ 4.1.1.27 Historic preservation	Not Included
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Included
§ 4.1.1.29 Other services provided by specialty Consultants	Not Included
§ 4.1.1.30 Other Supplemental Services	Not Included

**§ 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.)*

4.1.1.1 One (1) community meeting and summary report

4.1.1.5. Site masterplan as described in "Exhibit One" will define potential concept use but will not include detailed plans, engineering, or cost estimating.

4.1.1.8 Civil Engineering for the scope defined in "Exhibit One" for the Pavilion and parking area

4.1.1.9 Landscape Design Only for the scope defined in "Exhibit One" for the Pavilion and parking area

4.1.1.10 Architectural Material Selections are included, all FF&E is excluded.

4.1.1.15 Modified CAD drawings of changes approved by Owner.

**§ 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.)*

**§ 4.1.3** 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; Two (2) presentations to the City Council however are included in Architect's Basic Services;

**.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 Two Per Month (2 Per Month) visits to the site by the Architect during construction for a total of 24 maximum
- .3 Two (2) 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 Two (2) 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 If the services covered by this Agreement have not been completed within Twelve ( 12 ) 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.

## 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.

§ 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 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 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.

§ 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 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

Init.

[ ] 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.

### **§ 8.3 Arbitration**

**§ 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 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.

## **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.

*(Paragraphs deleted)*

§ 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)*

.2 Percentage Basis  
*(Insert percentage value)*

(6.185 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. The fee, Based on the State of Tennessee fee schedule and an estimated construction cost of \$6,000,000 is calculated at \$371,100. If the cost increases, the fee will increase based on the state fee formula.

.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.)*

§ 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.)*

Hourly

§ 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	Fifteen Percent	15%
Design Development Phase	Thirty Percent	30%
Construction Documents Phase	Thirty Percent	30%
Procurement Phase	Five Percent	5%
Construction Phase	Twenty Percent	20%
<hr/>		
Total Basic Compensation	One Hundred Percent	100%

6.185% Fee Breakdown:

Schematic Design Phase	\$55,665
Design Development Phase	\$111,330
Construction Documents Phase	\$111,330
Procurement Phase	\$18,555
Construction Phase	\$74,220
<b>Estimated Fee</b>	<b>\$371,100</b>

§ 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.

§ 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.)*

Principal	\$220.00 /hour	Entry-Level Administration	\$75.00 /hour
Senior Staff	\$170.00 /hour		\$70.00 /hour
Licensed Staff II	\$150.00 /hour		
Staff I	\$85.00 /hour		
Licensed Staff I	\$125.00 /hour		
Staff III	\$115.00 /hour		
Staff II	\$100.00 /hour		

**§ 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 Mileage: Transportation and authorized out-of-town travel and subsistence;

*(Paragraph deleted)*

.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;

.7 Special renderings for Marketing Packages, 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;

.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 Five Thousand Dollars (\$ 5,000) 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 Thirty (30) 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.)*

8.50 % Eight point five

**§ 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.)*

**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 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.)*

.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.)*

.4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Exhibit One – Site Plan with general building location shown  
Agenda Memorandum Pavilion submitted by J. Scott Miller, City Manager

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Heidi HefferlinAIA  
\_\_\_\_\_  
*(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 13:57:04 ET on 11/06/2023.

## **PAGE 1**

**AGREEMENT** made as of the ~~day of~~ ~~in the year~~ November 9, 2023

...

City of East Ridge  
J. Scott Miller, City Manager (Owner Representative)  
jsmiller@eastridgetn.gov  
1517 Tombras Avenue, East Ridge, TN 37412  
(423) 867 - 7711

...

Hefferlin + Kronenberg Architects, PLLC  
1216 E. Main Street, Suite 120  
Chattanooga, TN 37408  
(423) 266 - 3656

...

East Ridge Town Center

Multi-purpose First Class Pavilion to showcase the East Ridge Town Center Concept, and include the following design features:  
Size: 12,000 sf with 2,000 sf for restrooms, storage, mechanical and catering kitchen as well as 2 bride and groom changing rooms which can also be used for conference rooms  
Garage doors around the perimeter so the facility can be open-air and /or enclosed  
Fireplace  
Heat and Air conditioning  
Location behind City Hall – See attached Exhibit One  
The Facility will be used for farmers markets, special events by the city, (National Night Out, Christmas parade and reception, employee luncheons, 9-11 ceremonial luncheon, library functions, etc.) Wedding receptions, private parties, birthday rentals, banquets, etc.  
Building location: City Property behind the City Hall and Community Center and adjacent to the McBrien Elementary School. 150 parking spaces and the associated site work is included in the project scope (See Exhibit One).

## **PAGE 2**

Multi-Purpose Pavilion to serve many uses including Farmers Markets, City Events (National Night Out, Christmas Parade and Reception, Employee Luncheons, 9-11 Ceremonial Luncheon, library functions, etc), Festivals, Music Performances, Weddings, Private Parties, Corporate Events, Summer Camps and Community Meetings.

- Size: 12,000 sf with 2,000 sf for restrooms, storage, mechanical and catering kitchen as well as 2 bride and groom changing rooms which can also be used for conference rooms
- Garage doors around the perimeter so the facility can be open-air and /or enclosed
- Fireplace
- Heat and Air conditioning
- Building location: City Property behind the City Hall and Community Center and adjacent to the McBrien Elementary School. 150 parking spaces and the associated site work is included in the project scope (See Exhibit One).

...

1501 Tombras Avenue

See Exhibit One. The parcel is located adjacent to the McBrien School on City property. The size and requirements will be studied and agreed upon based on desired use, plan implications, parking, and budget. The scope of the project is identified in "Exhibit One" scope diagram

**PAGE 3**

Six Million (6,000,000) excluding soft costs

...

<u>Contract Approval:</u>	<u>November 9, 2023</u>
<u>Schematic Design:</u>	<u>11/15/23-12/31/23</u>
<u>Staff Review:</u>	<u>1/1/24-1/15/24</u>
<u>Design Development:</u>	<u>1/15/24-2/29/24</u>
<u>Staff Review:</u>	<u>3/1/24-3/15/24</u>
<u>Staff Final Review:</u>	<u>3/1/24-3/15/24</u>
<u>Construction Documents:</u>	<u>3/18/24-5/31/24</u>
<u>Bidding and Permitting:</u>	<u>6/3/24-6/28/24</u>
<u>Construction Contract:</u>	<u>7/1/24-7/12/24</u>

- Schedule subject to change depending on how the project proceeds.

July 2024

- Schedule subject to change depending on how the project proceeds.

...

July 2025

- Schedule subject to change depending on how the project proceeds.

...

Competitive Bid

...

Not Applicable

**PAGE 4**

Scott Miller, City Manager

...

Michael Howe, Chief Building Official  
(423) 867-7711 ext 106

Shawna Skiles, Parks & Recreation Director  
(423) 805-3110

...

ASA Engineering

201 Cherokee Blvd, Suite 101  
Chattanooga, TN 37402  
(423) 805-3700

...

Included in Architect Consultants Article 1.1.11.1

...

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

...

Heidi Hefferlin, Principal

Hefferlin + Kronenberg Architects, PLLC  
1216 E. Main Street, Suite 120, Chattanooga, TN 37408  
(423) 266-3656  
Chris Dufresne, Construction Administration

Project manager to be assigned when the project commences

PAGE 5

March Adams & Associates, Inc.  
310 Dodds Avenue, Chattanooga TN 37404  
(423) 698 - 6675

...

March Adams & Associates, Inc.  
310 Dodds Avenue, Chattanooga TN 37404  
(423) 698 - 6675

...

3 Electrical Engineer; 3 Electrical Engineer;

March Adams & Associates, Inc.  
310 Dodds Avenue, Chattanooga TN 37404  
(423) 698 - 6675

4. Civil Engineer:

ASA Engineering

201 Cherokee Blvd, Suite 101  
Chattanooga, TN 37402  
(423) 805-3700

...

N/A

...

N/A

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and One Million Dollars (\$ 1,000,000 ) 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 ) 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.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) 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 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

PAGE 12

§ 4.1.1.1 Programming	<u>Owner/Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Three (3) Preliminary Designs Included</u>
§ 4.1.1.3 Measured drawings	<u>N/A</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</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>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not Included</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Included</u>
§ 4.1.1.13 On-site project representation	<u>Not Included</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Included</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Contractor</u>

§ 4.1.1.17	Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect will coordinate as required for construction documents</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 Included</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Included</u>
§ 4.1.1.25	Fast-track design services	<u>Not Included</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Included</u>
§ 4.1.1.27	Historic preservation	<u>Not Included</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Included</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Included</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Included</u>

PAGE 13

- 4.1.1.1 One (1) community meeting and summary report
- 4.1.1.5. Site masterplan as described in "Exhibit One" will define potential concept use but will not include detailed plans, engineering, or cost estimating.
- 4.1.1.8 Civil Engineering for the scope defined in "Exhibit One" for the Pavilion and parking area
- 4.1.1.9 Landscape Design Only for the scope defined in "Exhibit One" for the Pavilion and parking area
- 4.1.1.10 Architectural Material Selections are included, all FF&E is excluded.
- 4.1.1.15 Modified CAD drawings of changes approved by Owner.

...

.7 Preparation for, and attendance at, a public presentation, meeting or hearing; Two (2) presentations to the City Council however are included in Architect's Basic Services;

PAGE 14

- .1 (~~→~~)Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (~~→~~)Two Per Month (2 Per Month) visits to the site by the Architect during construction for a total of 24 maximum
- .3 (~~→~~)Two (2) 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 (~~→~~)Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve ( 12 ) 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.

PAGE 17

[  ] Litigation in a court of competent jurisdiction

PAGE 19

~~§ 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:

PAGE 20

~~(6.185)~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. The fee. Based on the State of Tennessee fee schedule and an estimated construction cost of \$6,000,000 is calculated at \$371,100. If the cost increases, the fee will increase based on the state fee formula.

...

The fee is \$371,124.30 (Three hundred seventy-one thousand, one hundred twenty-four dollars and thirty cents) based on the State of Tennessee fee schedule and a construction cost of \$6,000,000. If the cost increases the fee will increase based on the state fee formula.

...

Hourly

§ 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:

PAGE 21

Schematic Design Phase	<u>Fifteen Percent</u>	p e r e n t (	<u>15%</u>
Design Development Phase	<u>Thirty Percent</u>	p e r e n t (	<u>30%</u>
Construction Documents Phase	<u>Thirty Percent</u>	p e r e	<u>30%</u>

Procurement Phase Five Percent

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Construction Phase Twenty Percent

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p 20%  
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Total Basic Compensation one hundred-One Hundred Percent

p 100-100%  
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6.185% Fee Breakdown:

Schematic Design Phase	\$55,665
Design Development Phase	\$111,330
Construction Documents Phase	\$111,330
Procurement Phase	\$18,555
Construction Phase	\$74,220
<b>Estimated Fee</b>	<b>\$371,100</b>

...

Principal	\$220.00 /hour
Senior Staff	\$170.00 /hour
Licensed Staff II	\$150.00 /hour
Staff I	\$85.00 /hour
Entry-Level	\$75.00 /hour
Administration	\$70.00 /hour
Licensed Staff I	\$125.00 /hour
Staff III	\$115.00 /hour
Staff II	\$100.00 /hour

Employee or Category

Rate (\$0.00)

.1 Mileage: Transportation and authorized out-of-town travel and subsistence;  
~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

.5 Postage, handling, and delivery;  
~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~  
.7 ~~Renderings, Special renderings for Marketing Packages,~~ physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

...

.9 All taxes levied on professional services and on reimbursable expenses;  
~~.10 Site office expenses;~~

...

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

...

§ 11.10.1.1 An initial payment of (~~\$~~) Five Thousand Dollars (\$ 5,000) 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.

...

§ 11.10.2.1 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 (~~—~~) Thirty (30) 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.

...

8.50 % Eight point five

Exhibit One – Site Plan with general building location shown  
Agenda Memorandum Pavilion submitted by J. Scott Miller, City Manager

...

Heidi HefferlinAIA

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Heidi Hefferlin, 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 13:57:04 ET on 11/06/2023 under Order No. 4104245540 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)*

---

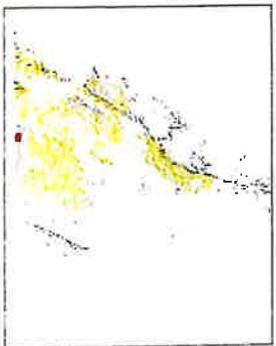
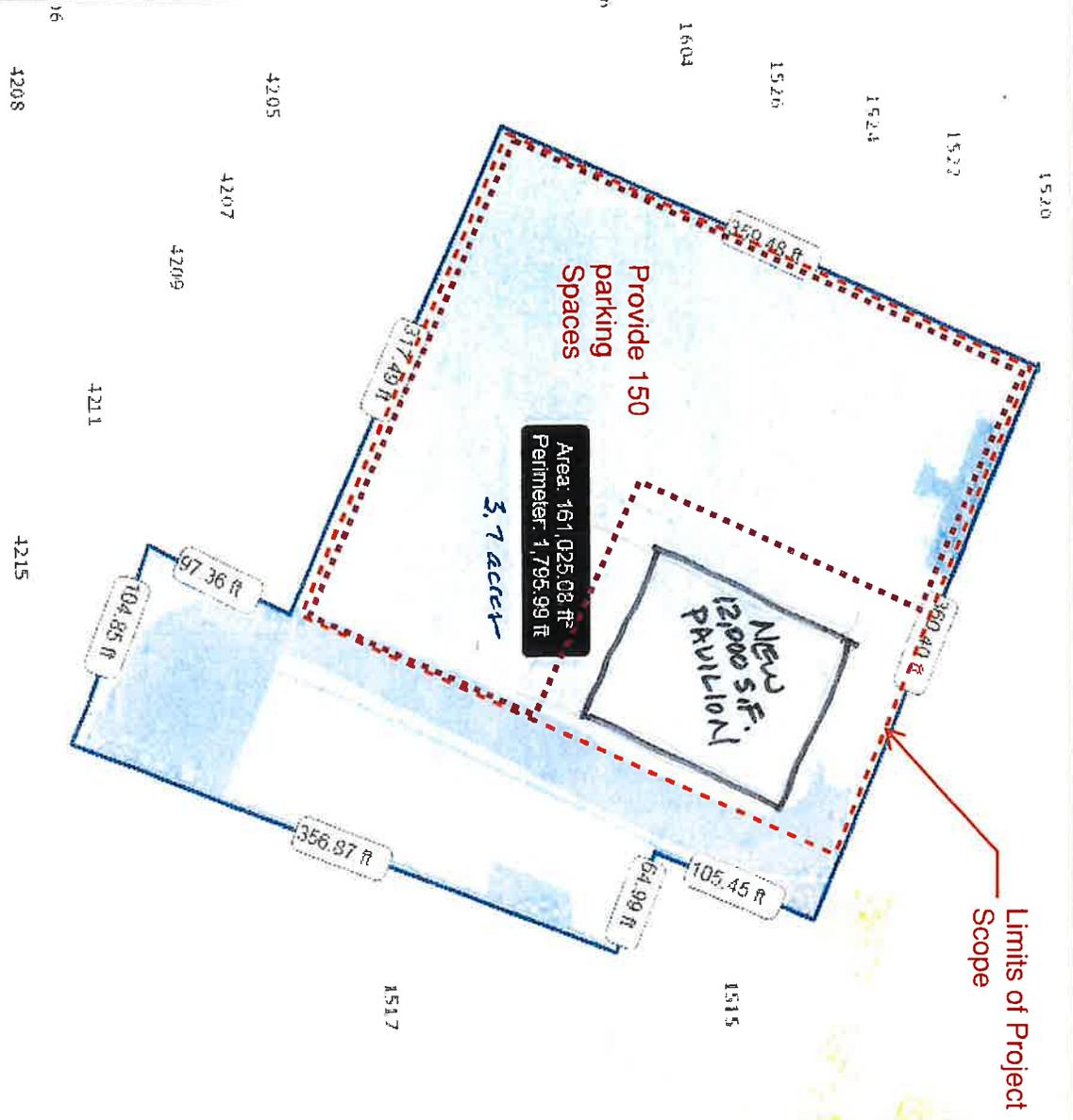
*(Title)*

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*(Dated)*

# Exhibit One

GISMO 5



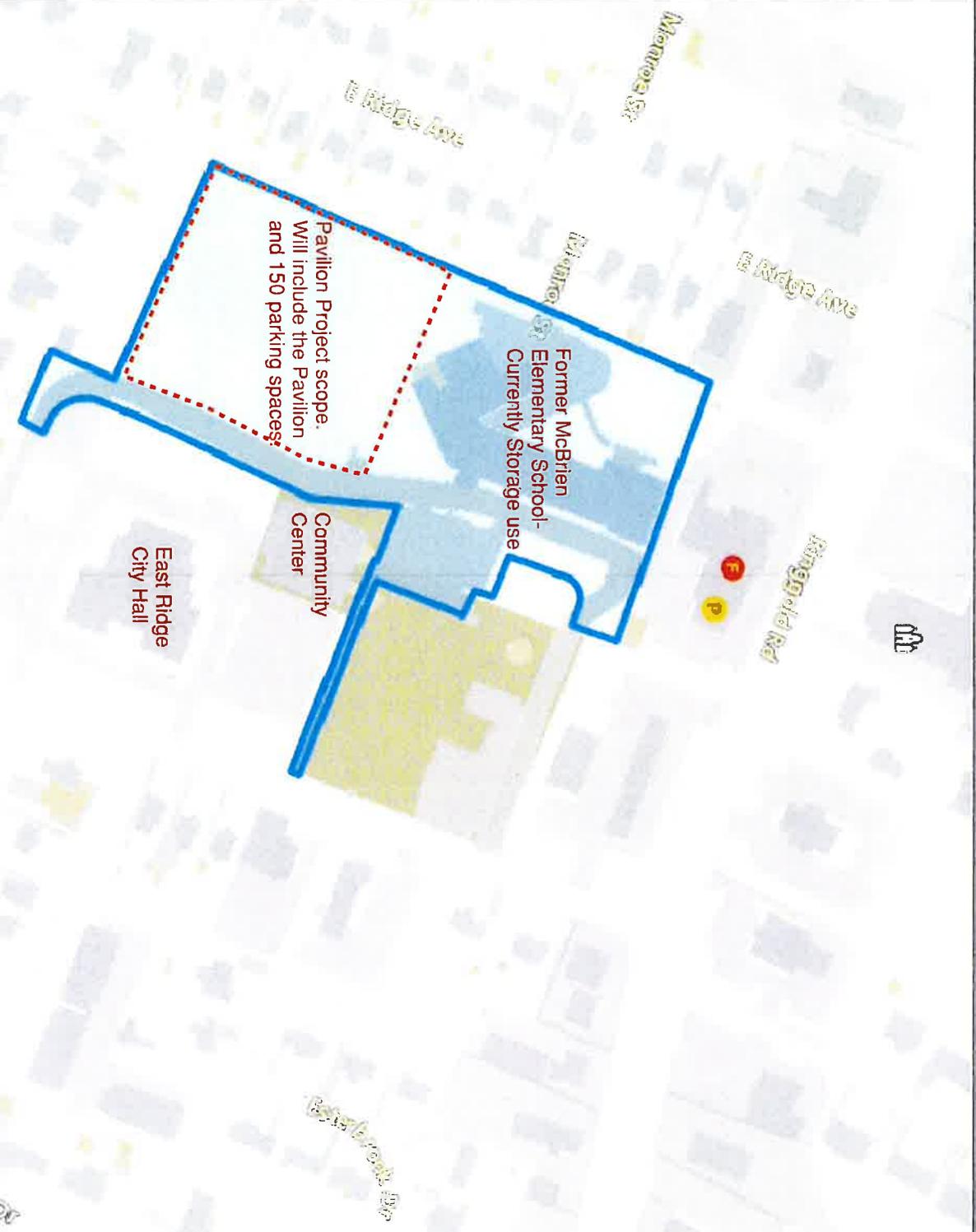
- Legend**
- Parcels
  - [1] Short-term Vacation Rentals
  - Addressing <1200
  - County Boundary
  - Recycling Centers
  - Healthcare Facilities
  - Emergency Services Locations
  - FIRE
  - MEDIC
  - POLICE
  - Cemeteries
  - Religious Facilities
  - Schools
  - Building Footprints
  - Miscellaneous Structures
  - Driveways
  - Parking
  - Water Bodies
  - Other Water Bodies

0 100 Feet 2000 Feet  
 NAD, 1983, StatePlane, Tennessee, FIPS, 4100, Feet  
 © Latitude Geographic Group, Ltd.

Disclaimer: This map is to be used for reference only, and in the same is authorized. This map was automatically generated system. Parcel lines are shown for reference only convenience, and is not intended to substitute for a legal survey.

312.49  
 359.48  
 = 114,131.30  
 2.62 ACRES

# GISMO 5

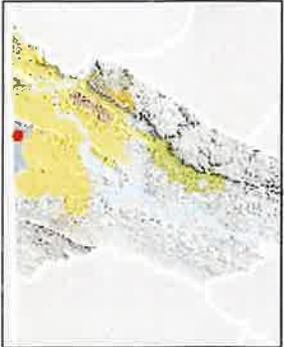


0 200.00 400.0 Feet

NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
 © Latitude Geographics Group Ltd



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.



## Legend

- Parcels
- County Boundary
- Recycling Centers
- Healthcare Facilities
- Emergency Services Locations
  - FIRE
  - MEDIC
  - POLICE
- Cemeteries
- Religious Facilities
- Schools
- Building Footprints
- Miscellaneous Structures
- Driveways
- Parking
- Water Bodies
- Other Water Bodies
- Recreational Areas
- Surrounding Hamilton

2016

AGENDA MEMORANDUM  
PAVILION

September 28, 2023

Submitted By:

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J. Scott Miller, City Manager

SUBJECT:

The City Council at their regular business meeting on September 14, 2023 gave City Staff the green light to move forward with plans to construct a "pavilion" on City property behind the City Hall and Community Center. Said facility could be used for farmer's market, special events by the City (National Night Out, Christmas parade reception, employee luncheons, 9-11 ceremonial luncheon, library functions, etc.), wedding receptions, private parties, birthday rentals, banquets, etc.

The City Council back in early 2018 expressed interest in building a pavilion and creating a "town center" concept. The City entered into an architectural agreement with Hefferlin + Kronenberg Architects by the adoption of Resolution No. 2770 on April 14, 2018. The project entailed the design and development of construction documents for an open-air building that would include restrooms and a concession area. Heidi Hefferlin, Project Architect for the pavilion, started work on this building project; however, the project was placed on hold several months later and the financial resources were diverted from this project to the construction of a much needed Animal Shelter Facility (replacement facility).

Hefferlin + Kronenberg Architects were the architects for the City of Collegedale's main pavilion. That pavilion is 9,000 square feet with garage doors around the perimeter so that the facility can be open-air or completely enclosed depending on the function/activity being held and/or the weather. Thus the facility is available for year-round use. The pavilion does not possess restrooms (located in another building) nor a kitchen area.

Since the City had an architectural agreement with Hefferlin + Kronenberg Architects that was placed on hold due to circumstances previously mentioned, I would recommend to the City Council that said agreement be activated with the compensation for services to be re-negotiated. I have talked with Ms. Hefferlin and she would be more than happy to come on board as the architect for the pavilion project.

There are some decisions that need to be made before work actually starts as to the design and structure of the pavillion facility. These factors are as follows:

- Size of the pavillion
- Garage doors around the perimeter so the facility can be open-air and/or enclosed.
- Full kitchen
- Restrooms and storage room
- Fireplace
- Heat and air-conditioning
- Exact location

After discussions with Ms. Hefferlin and Shawna Skiles I would recommend that the pavillion be a "first class" facility that would showcase the "town center" concept, and include the following design and structural features:

- Size – 10,000 square feet (seat up to 500 persons) with 2,000 square feet for restrooms, storage and kitchen.
- Garage doors around the perimeter so the facility can be open-air and/or enclosed.
- Full kitchen
- Fireplace
- Heat and air conditioning
- Location – behind the City Hall and Community Center buildings.

Once I have received the approval of the City Council to engage Ms. Hefferlin as the project architect and obtain agreement on the design/structural features noted above, the City can move forward on building the City a pavillion.

Attachments – Pavilion in Collegedale, TN

JSM/

# Hamilton County, Tennessee

## Unofficial Property Card

<b>Location</b> 1501 TOMBRAS AVE	<b>Property Account Number</b> 133816	<b>Parcel ID</b> 169H G 002.01
<b>Property Type</b> 25	<b>Land Use</b> 685	<b>District</b> EAST RIDGE

### Current Property Mailing Address

**Owner** EAST RIDGE CITY OF

**City** CHATTANOOGA

**State** TN

**Address** 1517 TOMBRAS AVE

**Zip** 37412

### Current Property Sales Information

**Sale Date** 11/12/2010

**Legal Reference** 9324-0075

**Sale Price** \$0

**Grantor(Seller)** MC BRIEN ELEMENTARY SCHOOL

### Current Property Assessment

**Building Value** \$0

**Xtra Features Value** \$0

**Land Value** \$164,000

**Total Value** \$164,000

**Assessed Value** \$0

### Narrative Description

This property is classified as **EXEMPT** with a(n) **N/A** style structure on this card, built about with **0** square feet. Total square footage for all structures on this property is **0**.

### Land Description

The total land area of this property is (6.56 acres).

### Legal Description

LT 2 TOMBRAS AVE ADDITION TO EAST RIDGE PB52 PG60 OUT OF 169H-G-2 FOR 1994 MC BRIEN ELEMENTARY SCHOOL

### Property Images

5 off 9/6

No Sketch  
Available

No Map  
Available

6596

**RESOLUTION NO. 3465**

**AGENDA MEMORANDUM**

**Beer Board Appointment  
Mayor Williams**

**November 9, 2023**

Submitted by:

*Janet Middleton*  
\_\_\_\_\_  
Janet Middleton, City Recorder

SUBJECT:

The term for Beer Board member Leonard Ezell will expire on November 26, 2023. A new appointment will need to be made for a 3-year term ending November 26, 2026. This is Mayor Williams appointment.

Name	Appointed by:	Term:
Leonard Ezell	Mayor Williams	11/27/20 – 11/26/23

**RESOLUTION NO. 3465**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN APPOINTMENT BY MAYOR WILLIAMS TO THE EAST RIDGE BEER BOARD**

**WHEREAS**, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

**WHEREAS**, the City Council appoints certain of its citizens to the City of East Ridge Beer Board in accordance with City Code Chapter 2, Section 8-201; and

**WHEREAS**, the term for Leonard Ezell is set to expire on November 26, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of \_\_\_\_\_ by Mayor Williams to the East Ridge Beer Board for the term of November 27, 2023 – November 26, 2026.

**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. 3466**

**AGENDA MEMORANDUM**

**Beer Board Appointment  
Councilmember Witt**

**November 9, 2023**

Submitted by:



Janet Middleton, City Recorder

SUBJECT:

The term for Beer Board member Josh Walker will expire on November 26, 2023. A new appointment will need to be made for a 3-year term ending November 26, 2026. Mr. Walker was appointed in January 2023 to fill the unexpired term of David Tyler. This is Councilmember Witt's appointment.

Name	Appointed by	Term
Josh Walker (Vice Chairperson)	Councilmember Witt	01/12/23 – 11/26/23
		<i>Filled the unexpired term of</i>
		<i>David Tyler</i>

**RESOLUTION NO. 3466**

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

**WHEREAS**, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

**WHEREAS**, the City Council appoints certain of its citizens to the City of East Ridge Beer Board in accordance with City Code Chapter 2, Section 8-201; and

**WHEREAS**, the term for Josh Walker is set to expire on November 26, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of \_\_\_\_\_ by Councilmember Witt to the East Ridge Beer Board for the term of November 27, 2023 – November 26, 2026.

**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

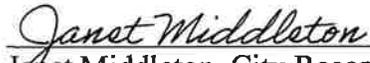
**RESOLUTION NO. 3467**

**AGENDA MEMORANDUM**

**Appointment of Beer Board Chairperson  
Mayor Williams**

**November 9, 2023**

Submitted by:

  
Janet Middleton, City Recorder

SUBJECT:

Pursuant to Title 8, Chapter 2, Section 201 of the City Code, the Mayor has the prerogative of naming the Chairperson of the Beer Board each November. The current Chairperson is Roy Keown.

**RESOLUTION NO. 3467**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO MEMORIALIZE THE MAYOR'S APPOINTMENT OF THE CHAIRPERSON OF THE EAST RIDGE BEER BOARD**

**WHEREAS**, the East Ridge Beer Board fulfills an important role with regard to the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City; and

**WHEREAS**; it is the prerogative of the Mayor to appoint a Chairperson to the East Ridge Beer Board each November; and

**WHEREAS**, the Mayor wishes to appoint \_\_\_\_\_ as Chairperson of the East Ridge Beer Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby memorializes the Mayor's appointment of \_\_\_\_\_ as Chairperson of the East Ridge Beer Board.

**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. 3468**

**AGENDA MEMORANDUM  
LIBRARY BOARD APPOINTMENT**

**November 9, 2023**

Submitted by:

*Janet Middleton*  
\_\_\_\_\_  
Janet Middleton, City Recorder

**SUBJECT:**

The Library Board consists of seven members. The Mayor and each Councilmember appoint one member to the Board, to be approved by the Council. The two remaining positions are nominated by the Mayor and Councilmembers and then approved by the entire Council.

Board members may serve two (2) consecutive terms and may be reappointed after a minimum three-year break in service.

The term for Ms. Jill Morgan is scheduled to expire on December 30, 2024; however, Ms. Morgan has chosen to resign from the Board, making an appointment necessary to fill the unexpired term. This is Councilmember Tyler’s appointment.

Name	Appointed by	Term
Jill Morgan	Councilmember Tyler	12/31/21 – 12/30/24

**RESOLUTION NO. 3468**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL APPROVING AN APPOINTMENT BY  
COUNCILMEMBER TYLER TO FILL AN UNEXPIRED  
TERM ON THE EAST RIDGE LIBRARY BOARD**

**WHEREAS**, the East Ridge Library Board fulfills an important role with regard directing the affairs of the Library; and

**WHEREAS**, the City Council appoints certain of the citizens to the City of East Ridge Library Board in accordance with City Code, Title 2, Chapter 1, Section 2-101; and

**WHEREAS**, the term for Jill Morgan is scheduled to expire on December 30, 2024; however, Ms. Morgan has resigned from the Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of \_\_\_\_\_ to fill the unexpired term of Jill Morgan on the East Ridge Library Board ending December 30, 2024.

**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. 3469**

**AGENDA MEMORANDUM**

**RMS Data Conversion**

**November 9, 2023**

Submitted by:

Clint Uselton, Police Chief

Name, Title

SUBJECT:

The East Ridge Police Department (“ERPD”) recently entered into a one-year agreement with Hamilton County Sheriff’s Department (“HCSO”) to maintain our ability to access historical data for our Report Management System. The vendor, Central Square, requires a one-time fee of \$17,342.00 to provide the historical data to us in a format that can be integrated into our current Report Management System. The data integration will negate the need for ERPD to pay HCSO for access to the data in future years and should ease the accessibility to the data for our records clerks.

Attachment: Central Square Quote

**RESOLUTION NO. 3469**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH CENTRAL SQUARE TO PROVIDE  
HISTORICAL DATA TO THE EAST RIDGE POLICE  
DEPARTMENT**

**WHEREAS**, the City of East Ridge recently entered into an agreement with the Hamilton County Sheriff's Department ("HCSO") to maintain our ability to access historical data for our Records Management System through a vendor named Central Square; and

**WHEREAS**, to be able to negate the need for the City to pay HCSO for access to the data in future years, the City can enter into an agreement with Central Square to provide the historical data in a format that can be integrated into our current Records Management System; and

**WHEREAS**, the cost to enter into this agreement is a one-time fee of \$17,342.00.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee, that the Mayor is hereby authorized to execute an agreement with Central Square to provide historical data in a format that can be integrated into the Police Department's Records Management System for a one-time fee of \$17,342.00.

**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



Quote prepared on:  
November 02, 2023

Quote prepared by:  
Kyle Penna  
kyle.penna@centralsquare.com

Quote #: Q-153159  
Primary Quoted Solution: PSJ Enterprise  
Quote expires on: March 31, 2024

Quote prepared for:  
Steve Rogers  
East Ridge Police Department  
4214 Ringgold Road  
East Ridge, TN 37412  
423-486-9146

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Data Conversion Services - Fixed Fee	1,170.00
2. Public Safety Project Management Services - Fixed Fee	2,145.00
3. White Box Implementation Services - Fixed Fee	14,027.00
<b>Services Total</b>	<b>17,342.00 USD</b>

## QUOTE SUMMARY

<b>Services Subtotal</b>	<b>17,342.00 USD</b>
<b>Quote Subtotal</b>	<b>17,342.00 USD</b>

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**Quote Total** **17,342.00 USD**

## WHAT ARE THE RECURRING FEES?

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<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date\*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

## BILLING INFORMATION

---

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PAYMENT TERMS**

### **License Fees & Annual Subscriptions**

- 100% Due Upon Contract Execution

### **Contract Startup**

- 100% Due Upon Contract Execution

### **Hardware & Third-Party Software**

- 100% Due Upon Contract Execution

### **Services**

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

### **Third-Party Services**

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

### **Travel & Living Expenses**

- Due as Incurred

## **PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**East Ridge Police Department**Signature:  
\_\_\_\_\_Name:  
\_\_\_\_\_Date:  
\_\_\_\_\_Title:  
\_\_\_\_\_

**RESOLUTION NO. 3470**

**AGENDA MEMORANDUM**

**Cyber Insurance**

**November 9, 2023**

Submitted by:

Michelle Sinigaglio, Human Resources Director &  
Diane Qualls, Finance Director

The City of East Ridge has an extensive cyber network containing private information. We must take all necessary precautions to protect that information. Cyber insurance primarily protects organizations, such as the City, against business interruption and financial losses caused by cyber events, cybercrime, and privacy breaches. We would like to purchase \$2 Million of Cyber security insurance to cover an extensive list of incidents and breaches including but not limited to ransomware attacks. The cost of this coverage is \$19,247.03 annually.

Attached please find the indication of Terms.

**RESOLUTION NO. 3470**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE PURCHASE OF CYBER SECURITY INSURANCE FROM CFC TO PROTECT THE CITY AGAINST CYBER ATTACKS AND DATA BREACHES**

**WHEREAS**, the City of East Ridge has an extensive cyber network containing private information for which we must take necessary precautions to protect; and

**WHEREAS**, staff has determined that the best option to protect this information is to purchase cyber security insurance; and

**WHEREAS**, cyber security insurance will cover the City's liability for data breaches involving sensitive information, including Social Security numbers, account numbers, driver's license numbers and health records; and

**WHEREAS**, the cost for \$2 million in coverage from CFC is \$19,247.03 annually.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE** that the Mayor is hereby authorized to execute any agreement necessary between the City of East Ridge and CFC for the purchase \$2 million of cyber security insurance for a total cost of \$19,247.03 annually.

**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



## INDICATION OF TERMS

REFERENCE NUMBER:	3597314
COMPANY NAME:	East Ridge City Hall
TOTAL PAYABLE:	\$19,247.03
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.1
ENDORSEMENTS:	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline:  <ol style="list-style-type: none"><li>1. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (prior to binding)</li><li>2. Satisfactory confirmation that you have downloaded &amp; registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)</li><li>3. Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding)</li><li>4. Please provide name, position, email and telephone number for the designated contact to receive security related alerts and targeted threat intelligence. (14 days post binding)</li></ol>
POLICY PERIOD:	12 months
DATE OF ISSUE:	29 Aug 2023
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers
UNDERWRITER:	Jonny Hackett



THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,  
RETENTIONS AND APPLICABLE CLAUSES



## DECLARATIONS

### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

#### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD0 each and every claim

#### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

Deductible: USD10,000 each and every claim

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD10,000 each and every claim

### SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD10,000 each and every claim

### SECTION D: EXTORTION

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD10,000 each and every claim

### SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD10,000 each and every claim

### SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD10,000 each and every claim

### SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD10,000 each and every claim



### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD2,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD10,000 each and every claim

#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD2,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD10,000 each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD10,000 each and every claim



## INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**  
Deductible: USD10,000 each and every claim, including **costs and expenses**

### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**  
Deductible: USD10,000 each and every claim, including **costs and expenses**

### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**  
Deductible: USD10,000 each and every claim, including **costs and expenses**

### SECTION D: REGULATORY FINES

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**  
Deductible: USD10,000 each and every claim, including **costs and expenses**

### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**  
Deductible: USD10,000 each and every claim, including **costs and expenses**

## INSURING CLAUSE 5: MEDIA LIABILITY

### SECTION A: DEFAMATION

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**  
Deductible: USD10,000 each and every claim, including **costs and expenses**

### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD2,000,000 in the aggregate, including **costs and expenses**  
Deductible: USD10,000 each and every claim, including **costs and expenses**

## INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



**INSURING CLAUSE 7: COURT ATTENDANCE COSTS**

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: East Ridge City Hall

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**

**RESOLUTION NO. 3471**

**AGENDA MEMORANDUM**

**Police Van Purchase**

**November 9, 2023**

Submitted by:

Clint Uselton, Police Chief

SUBJECT:

The East Ridge Police Department requests permission to purchase a 2022 Mercedes Sprinter 2500 van from CarMax for \$48,548.69. The van is used and has 36,703 miles. The funds to purchase the van will be reimbursed from the previously accepted Violent Crime Intervention Fund grant. The van will be utilized as an incident command/drone command vehicle and will be used by the ERPD SWAT team as needed.

**RESOLUTION NO. 3471**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE  
TO PURCHASE ONE (1) 2022 MERCEDES SPRINTER 2500  
VAN FROM CARMAX FOR THE EAST RIDGE POLICE  
DEPARTMENT**

**WHEREAS**, the East Ridge Police Department is in need of an incident command/drone command vehicle to be used by the SWAT Team; and

**WHEREAS**, a used 2022 Mercedes Sprinter 2500 van has been located at CarMax with 36,703 miles that will suit the needs of the department; and

**WHEREAS**, the cost of the vehicle is \$48,548.69; and

**WHEREAS**, funds to purchase the van will be reimbursed from the previously accepted Violent Crime Intervention Fund Grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Manager or his designee is hereby authorized to purchase and execute all documents necessary to purchase one (1) used 2022 Mercedes Sprinter 2500 Van from CarMax for the Police Department in the amount of \$48,548.69.

**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. 3472**

**AGENDA MEMORANDUM**

**Amend Resolution No. 3427**

**East Ridge Parks & Recreation Plan  
Kimley Horn Professional Services Agreement**

**November 9, 2023**

Submitted by:

*Cameron McAllister*

Cameron McAllister, Development Administrator

SUBJECT:

City Administration is asking for the approval from the Mayor and Council to amend Resolution No. 3427 passed on August 24, 2023. The original resolution stated that the Mayor or designee is authorized to enter into a professional services agreement with Kimley Horn and Associates for the design and implementation of a five-year parks and recreation plan.

Upon receiving the draft of the parks and recreation plan, City administrators were made aware that the contract would now cover the design and implementation of a ten-year plan to meet compliance requirements set forth by TDEC for any potential future funding opportunities.

Further, the amended resolution will state that the professional services agreement should not exceed \$26,800.00.

We are requesting to amend Resolution No. 3427 to change the duration of the plan from five years to ten years and to add the total dollar amount not to exceed \$26,800.00.

**RESOLUTION NO. 3472**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AMENDING RESOLUTION NO. 3427 TO AUTHORIZE THE  
MAYOR TO ENTER INTO A PROFESSIONAL SERVICES  
AGREEMENT WITH KIMLEY HORN AND ASSOCIATES  
FOR THE DESIGN AND IMPLEMENTATION OF A TEN-  
YEAR PARKS AND RECREATION PLAN**

**WHEREAS**, the City Council approved Resolution No. 3427 on August 24, 2023 authorizing the Mayor to enter into a professional services agreement with Kimley Horn and Associates for the design and implementation of a five-year parks and recreation plan; and

**WHEREAS**, upon receiving the draft of the Parks and Recreation Plan, the City was made aware that the contract would now cover the design and implementation of a ten-year plan to meet compliance requirements set forth by the Tennessee Department of Environment and Conservation (“TDEC”) for any potential future funding opportunities; and

**WHEREAS**, the cost for the professional services agreement is an amount not to exceed \$26,800.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that Resolution No. 3427 is hereby amended to authorize the City Manager or his designee to enter into a professional services agreement with Kimley Horn and Associates for the design and implementation of a ten-year Parks and Recreation Plan at a cost not to exceed \$26,800.00.

**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, Interim City Manager

Approved as to Form:

\_\_\_\_\_  
Mark W. Litchford, City Attorney

**RESOLUTION NO. 3473**

**AGENDA MEMORANDUM**

**Drone Purchase**

**Date: 11/09/2023**

Submitted by:

Josh Creel, Assistant Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department received grant funding (VCIF Grant). As part of the budgeted expenditures, we included a drone package. The vendor, Safeware Inc, is the State of Tennessee contract vendor for drones. The East Ridge Police Department requests the purchase of a drone package from Safeware Inc in the amount of \$18, 047. The expenditure will be reimbursed from the funds awarded and previously accepted by council under the Violent Crime Intervention Fund grant.

The drone and associated equipment will increase the East Ridge Police Department's ability to provide valuable information to officers, enhance officer safety and ERPD's ability to respond to critical incidents. Additionally, the device will provide the ability to assist officers in wooded and or otherwise inaccessible areas. The use and purchase of the drone will be in accordance with FAA rules, and state and federal law.

The Statewide Contract (#833) regarding drones is protected under TCA 10-7-504(i) and considered confidential, so we are prohibited from releasing it publicly.

Attachment: None due to Confidential Statewide Contract.

**RESOLUTION NO. 3473**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER OR HIS  
DESIGNEE TO PURCHASE A DRONE PACKAGE FROM  
SAFEWARE, INC. THROUGH THE TENNESSEE  
DEPARTMENT OF GENERAL SERVICES STATE-WIDE  
CONTRACT #833, PURSUANT TO TENNESSEE CODE  
ANNOTATED 12-3-1201(b)**

**WHEREAS**, the East Ridge Police Department previously received grant funding through the Tennessee Office of Criminal Justice Program Violent Crime Intervention Fund; and

**WHEREAS**, the Police Department would like to purchase a drone package and be reimbursed from the funds received from the grant; and

**WHEREAS**, the City of East Ridge is allowed to purchase from the Department of General Services Statewide Contract Listing, pursuant to TCA 12-3-1201(b), without obtaining competitive bids; and

**WHEREAS**, the statewide contract price for a drone package from Safeware, Inc. is \$18,047.00

**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 purchase and execute all documents necessary to purchase one (1) drone package from Safeware, Inc. pursuant to TCA 12-3-1201(b).

**BE IT FURTHER RESOLVED** that the total cost of the drone package is \$18,047.00, to be reimbursed from funds received from the Violent Crime Intervention Fund grant.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Brian W. Williams, Mayor

Attest:

\_\_\_\_\_  
J. Scott Miller, City Manager

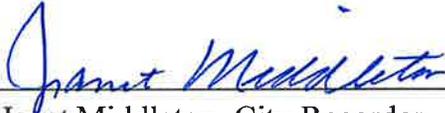
Approved as to Form:

\_\_\_\_\_  
Mark W. Litchford, City Attorney

**AGENDA MEMORANDUM**  
**LIBRARY BOARD APPOINTMENT**

**December 14, 2023**

Submitted by:

  
\_\_\_\_\_  
Janet Middleton, City Recorder

SUBJECT:

The Library Board consists of seven members. The Mayor and each Councilmember appoint one member to the Board, to be approved by the Council. The two remaining positions are nominated by the Mayor and Councilmembers and then approved by the entire Council.

Board members may serve two (2) consecutive terms and may be reappointed after a minimum three-year break in service.

The term for Jessica Crowe is scheduled to expire on December 30, 2023. The term for the new appointment will be from 12/31/23 – 12/30/26. This is Mayor Williams appointment.

Name	Appointed by	Term
Jessica Crowe	Mayor Williams	12/31/20 – 12/30/23

**Brian Williams**  
*Mayor*

**Esther Haynes**  
*Vice Mayor*

**Jacky Cagle**  
*Councilmember*

**Andrea Witt**  
*Councilmember*

**David Tyler**  
*Councilmember*

**J. Scott Miller**  
*City Manager*

**AGENDA MEMORANDUM**  
**LIBRARY BOARD APPOINTMENT**

**December 14, 2023**

Submitted by:

  
\_\_\_\_\_  
Janet Middleton, City Recorder

SUBJECT:

The Library Board consists of seven members. The Mayor and each Councilmember appoint one member to the Board, to be approved by the Council. The two remaining positions are nominated by the Mayor and Councilmembers and then approved by the entire Council.

Board members may serve two (2) consecutive terms and may be reappointed after a minimum three-year break in service.

The term for Jenny Tyler is scheduled to expire on December 30, 2023. The term for the new appointment will be from 12/31/23 – 12/30/26. This is a Council appointment.

Name	Appointed by	Term
Jenny Tyler	Council	7/27/2023 – 12/30/23 <i>Ms. Tyler filled the unexpired term of Ann Waterhouse</i>

**Brian Williams**  
*Mayor*

**Esther Haynes**  
*Vice Mayor*

**Jacky Cagle**  
*Councilmember*

**Andrea Witt**  
*Councilmember*

**David Tyler**  
*Councilmember*

**J. Scott Miller**  
*City Manager*

AGENDA MEMORANDUM  
REIMBURSEMENT RESOLUTION

December 14, 2023

Submitted By:

  
\_\_\_\_\_  
J. Scott Miller, City Manager

SUBJECT:

Should the City of East Ridge move forward with undertaking both the pavilion project and the Camp Jordan Park, Phase III improvements project the costs associated with these projects are projected to be \$6.4 million and \$1.5 million respectively. I am recommending that the City bundle the two (2) projects and transact a bond issue in the amount of \$7.9 million. Further, I am proposing that the payment of the debt service would be the revenue streams from the border region tax proceeds (pavilion) and the hotel-motel tax (Camp Jordan, Phase III).

In actuality, it will take a couple of months to complete and close on a bond issue; and eventually receiving the proceeds from the issuance. In the interim period the City could easily incur expenditures pertaining to either of these projects. Therefore, in order to reimburse the City for costs expended by the City on these projects prior to receiving the proceeds it is recommended that the City Officials adopt a resolution declaring their official intent for reimbursement of certain expenditures associated with the pavilion and Camp Jordan Park, Phase III capital projects.

In summary, the resolution is a declaration of the City's official intent to incur such expenditures on the capital projects in anticipation of reimbursement from the proceeds of the bond issue.

Attachment

JSM/

RESOLUTION DECLARING OFFICIAL INTENT FOR  
REIMBURSEMENT OF CERTAIN CAPITAL EXPENDITURES

BE IT RESOLVED, by the City Council (“Governing Body”) of the City of East Ridge, Tennessee (the “Municipality”), as follows:

- (a) The Internal Revenue Service has issued Treasury Regulation 1.150-2 (the “Regulation”) dealing with the issuance of tax-exempt obligations, all or a portion of the proceeds of which are to be used to reimburse a governmental unit for certain expenditures made by such governmental unit prior to the date of issuance of the tax-exempt obligations.
- (b) The Regulation generally requires that such governmental unit make a declaration of its official intent to obtain reimbursement for such expenditures out of the proceeds of the subsequently issued tax exempt obligations, that the tax exempt borrowing occur and the reimbursement for previously incurred expenses be made from the proceeds of such tax exempt obligations within 18 months of the payment of such expenditures or, if longer, within 18 months of the date the project is placed in service (but in no event more than three years after the original expenditure is paid).
- (c) The Municipality plans to make capital expenditures with respect to certain public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, (a) acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of (i) public buildings and facilities, including but not limited to public parks and recreational facilities; (ii) all property, real and personal, related to the foregoing; and (b) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (the “Project”) and/or has made such capital expenditures within the past sixty (60) days, and intends to finance all or a portion of such capital expenditures with notes, bonds or other obligations of the Issuer in an amount not expected to exceed \$8,300,000, the interest of which is intended to be excludable from the gross income of the recipients for federal income tax purposes. The Issuer expects to make such expenditures for costs relating to the Project after the date of this resolution but prior to the issuance of such tax-exempt obligations but may also include any such capital expenditures made within the past sixty (60) days and any other preliminary expenditures permitted by Treasury Regulation 1.150-2.
- (d) This resolution is a declaration of the Issuer’s official intent to incur such expenditures in anticipation of reimbursement from the proceeds of tax-exempt obligations and is being adopted pursuant to Treasury Regulation 1.150-2.

Adopted by the Governing Body of the City of East Ridge, Tennessee this 9<sup>th</sup> day of November, 2023.

(Seal)

\_\_\_\_\_  
Brian Williams, Mayor

Attest:

\_\_\_\_\_  
Bridget Anderson, Finance Director/Recorder

STATE OF TENNESSEE:  
COUNTY OF COFFEE:

I, Janet Middleton, hereby certify that I am the duly appointed and qualified City Recorder of the City of East Ridge, Tennessee and as such official, I hereby certify that the foregoing is a true and correct copy of a resolution adopted at the meeting of the City Council of the City of East Ridge, Tennessee held on Thursday, November 9, 2023.

Witness my signature this 9<sup>th</sup> day of November, 2023.

(Seal)

\_\_\_\_\_  
Janet Middleton, City Recorder

AGENDA MEMORANDUM  
SPORTS FACILITY FEASIBILITY STUDY  
CAMP JORDAN PARK  
Consultant Agreement

December 14, 2023

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

A Special City Council meeting was held on Thursday, October 5, 2023 for the purpose of hearing presentations from three (3) firms on their proposals for undertaking a sports facility feasibility study for Camp Jordan Park. Please see the Request for Qualifications (RFQ's) for this project attached hereto for specifics.

The Mayor and City Council heard presentations from the following firms on October 5th:

- The Sports Facilities Companies
- Hunden Partners and Lose Design
- Victus Advisors, LLC

The City Council at their regular business meeting of October 26, 2023 selected the firm of Victus Advisors, LLC to perform the sports facility feasibility study for Camp Jordan Park

My office has received a draft agreement from Victus Advisors, LLC for undertaking the study. Shawna Skiles and I are in the midst of reviewing the document and we should have our comments and recommendations on the agreement to the City Council for consideration for approval at the December 14, 2023 meeting.

JSM/



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

Office of the City Recorder

## AGENDA MEMORANDUM

### CANCELLATION OF SECOND DECEMBER MEETING

DECEMBER 14, 2023

Submitted by:

Janet Middleton, City Recorder

SUBJECT:

The second meeting in December falls on the 22<sup>nd</sup> day of the month.

It has been the practice for many years for the City Council to cancel the second meeting in December if it does not fall on a holiday, since some members may be out of town or want to spend time with their families.

**Brian Williams**  
Mayor

**Esther Haynes**  
Vice Mayor

**Jacky Cagle**  
Councilmember

**Andrea Witt**  
Councilmember

**David Tyler**  
Councilmember

**J. Scott Miller**  
City Manager

AGENDA MEMORANDUM  
TRAFFIC STRAIN POLE  
JOHN ROSS AND RINGGOLD ROAD

December 14, 2023

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

Sealed bids for the construction/installation of a traffic strain pole at the intersection of John Ross Road and Ringgold Road are scheduled to be received by the City of East Ridge until 2:00 pm on Tuesday, November 14, 2023; and publicly opened and read aloud at that time.

Steve Meyer, PE, Traffic Engineer, and Mike Ailey, City's Traffic Control Supervisor, will review the proposals received and make their comments and recommendations to the City Council for their consideration for approval at the December 14th regular business meeting.

Attachment

JSM/

BIDS  
For  
INSTALLATION OF A TRAFFIC STRAIN POLE  
East Ridge, Tennessee

Sealed bids for the construction/installation of a traffic strain pole at the intersection of John Ross Road and Ringgold Road will be received by the City of East Ridge, TN, 1517 Tombras Avenue, East Ridge, TN 37412 until 2:00 pm EST on November 14, 2023, and publicly opened at that time. Submittals should have marked on the outside of the envelope "Bid for Strain Pole."

Specifically, this work includes the furnishing of a foundation for the pole, the installation of a 37-foot traffic strain pole (to be provided by the City), the furnishing and installation of new span wire from existing strain poles for new tension ring, and the realignment of the traffic signal heads on the new strain line.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation.

A copy of the instruction to bidders, plans and specifications can be viewed on the City's website ([https://www.eastridgetn.gov/business\\_economic\\_dev.html](https://www.eastridgetn.gov/business_economic_dev.html)). All questions related to this project shall be directed to the City of East Ridge – Mike Ailey, Traffic Control Supervisor, at 423-867-7711, or [mailey@eastridgetn.gov](mailto:mailey@eastridgetn.gov).

AGENDA MEMORANDUM  
N MACK SMITH ROAD WIDENING PROJECT  
Award of Bid

December 14, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Sealed bids for the N Mack Smith Road widening project will be opened and read aloud on Thursday, November 30, 2023. Once received, the two (2) lowest bids will be reviewed, and the figures verified by ASA Engineering.

It is hoped that a recommendation will be completed by ASA Engineering in time for the consideration of award of the bid to the lowest, responsible bidder by the City Council at the December 14, 2023 regular business meeting.

JSM/

## Scott J. Miller

---

**From:** Scott J. Miller  
**Sent:** Wednesday, October 25, 2023 10:28 AM  
**To:** Brian Williams; Esther Helton; Jacky Cagle; Andrea Witt; David Tyler  
**Cc:** 'Jeffrey Sikes'; Chris Vaughn  
**Subject:** N Mack Smith Road Reconstruction/Widening Project

Mayor and City Council –

This project is ready to bid out. Jeff Sikes and I met yesterday and this morning to put the finishing touches to the bid documents/instructions to bidders/specifications and construction plans. The time schedule for this road project is as follows:

- Advertise for Bid in Newspaper – Times Free Press – Sunday, October 29, 2023.
- Pre-Bid conference on the project – Monday, November 13, 2023 at 2:00 pm on site.
- Sealed Bids due to the City – Thursday, November 30, 2023 at 2:00 pm at City Hall (opened and read aloud).
- Consideration of Award of Bid – City Council meeting of December 14, 2023.
- Mid-January 2024 – Start of construction (Contractor has 270 days from the Notice to Proceed issued by the City to complete the project).

Should you have any questions on this project please feel free to contact me.

Scott Miller

**ADVERTISEMENT FOR BIDS**

CITY OF EAST RIDGE, TENNESSEE  
OWNER

✓ Separate sealed bids for furnishing all supervision, materials, labor, tools, equipment, and appliances necessary for the construction of the following described project, will be received by the City of East Ridge at **City Hall, 1517 Tombras Ave, East Ridge, TN, 37412** until **2:00 p.m., local time**, on **Tuesday, October 25, 2016**, and then at said place publicly opened and read aloud:

*11/28/23*  
*30*

**Mack Smith Road**  
**CONTRACT NUMBER 21-0184**

The scope of work shall consist of the following major elements including but not limited to the following:

Furnishing all supervision, materials, labor, tools, equipment, and appliances necessary for the widening and improvements of Mack Smith Road from Ringgold Road to approximately 2000 LF north of Ringgold Road. Includes, but is not limited to, grading, drainage, base, pavement, signing, pavement marking, signalization, sidewalks, erosion control, and landscape improvements.

The Contract Documents may be examined at the:

City of East Ridge  
1517 Tombras Ave  
East Ridge, TN 37412  
Phone Number: (423) 867-7711

Specifications are available for pick up from 8:00 am until 4:30 pm, Monday through Friday. Copies of the Contract Documents may be purchased at the same location upon payment of \$50.00 per set; no part of the purchase price will be refunded.

A Pre-Bid Conference is scheduled for ~~Friday, October 14, 2016 at 10:00 A.M. local time~~, in the City of East Ridge at City Hall. ✓

*11/13/23 @ 2pm*

All bidders must be licensed and shall comply with all requirements of the State of Tennessee Contractor's Licensing Act.

The City of East Ridge is an Equal Opportunity Employer.

CITY OF EAST RIDGE, TENNESSEE

RECOMMENDED FOR APPROVAL:

APPROVED:

END OF DOCUMENT

00100-1