

RESOLUTION NO. 3495

AGENDA MEMORANDUM

Spay/Neuter Contract for East Ridge Animal Services (ERAS)

Date: 01/03/2024

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

East Ridge Animal Services wishes to renew the contract under an updated MOU with ChattaNeuter for shelter spay/neuter services.

It is the goal of ChattaNeuter to help end pet overpopulation by collaborating with animal rescue groups to assist in providing affordable services for the animals in their care. Only animals currently under ERAS care and ownership are to be brought into the clinic through this program; no privately owned animals are to be offered services through this program.

Attachment: ChattaNeuter MOU

RESOLUTION NO. 3495

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER
INTO A MEMORANDUM OF UNDERSTANDING WITH
CHATTANEUTER SPAY NEUTER CLINIC FOR PROVIDING
SPAY NEUTER SERVICES TO EAST RIDGE ANIMAL
SERVICES**

WHEREAS, the City of East Ridge wishes to help end pet overpopulation in the city; and

WHEREAS, the City of East Ridge is requesting approval for ChattaNeuter Spay Neuter Clinic to provide spay neuter services to East Ridge Animal Services; and

WHEREAS, ChattaNeuter has presented an agreement with pricing (attached as Exhibit A) for the consideration of the Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the Mayor, or his designee, is authorized to enter into the attached Memorandum of Understanding with the ChattaNeuter Spay Neuter Clinic to provide spay neuter services to East Ridge Animal Services.

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

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Shelter Spay/Neuter Surgical MOU

It is the goal of ChattaNeuter to help end pet overpopulation by collaborating with animal rescue groups to assist in providing affordable services for the animals in their care. Please review and sign the following to ensure the safety and well-being of animals coming to our clinic for surgery. Only animals currently under your rescue's care and ownership are to be brought into our clinic through this program; no privately owned animals are to be offered services through this program. If spay/neuter assistance is needed for an owned animal please inquire about other available programs.

As an authorized representative of _____, hereafter referred to as SHELTER, I hereby accept the following terms for participation in the volume pricing offered by ChattaNeuter (pricing is subject to change with notice).

- 1) The pet presented for surgery must be no younger than 3 months of age and no less than 3 pounds.
- 2) Pets who have pre-existing conditions including but not limited to brachycephaly, heartworm disease, upper respiratory infection or are geriatric, underweight, or overweight present a higher anesthetic risk. I understand that if SHELTER presents such a candidate for surgery and ChattaNeuter's veterinarian considers the animal to otherwise be a suitable candidate for surgery, ChattaNeuter will proceed with the surgery without consulting SHELTER. If I have any questions regarding a pet's candidacy for surgery, I will consult with ChattaNeuter prior to the date of the surgery. I understand that as long as, in the opinion of the attending veterinarian, the animal is an acceptable surgical candidate, sterilization procedures will be performed regardless of the animal's sex or medical conditions (including pregnancy).
- 3) Pre-anesthetic bloodwork is recommended for every patient and highly recommended for geriatric patients. Waiving pre-anesthetic bloodwork may present an increased anesthetic risk to the patient. I understand and agree to accept the increased risk of any animals I bring to ChattaNeuter for spay/neuter for whom I do not present pre-anesthetic bloodwork.
- 4) ChattaNeuter's veterinarian has the right to refuse to perform surgery on any animal that he or she feels is not a suitable candidate for surgery. Such refusal is at the sole discretion of the veterinarian. I understand that ChattaNeuter will perform a brief physical examination before surgery, with the exception of feral cats or fractious animals. It is also understood that this examination is limited to fitness for the spay/neuter surgery and is not expected to be considered a complete diagnostic medical examination.
- 5) I understand that if SHELTER animal experiences a medical emergency at ChattaNeuter during surgery or recovery, attempts to contact SHELTER will be made and, if ChattaNeuter's veterinarian deems necessary, the animal will be taken to Animal Emergency and Specialty Center (AESC) located on Lee Hwy. I understand that SHELTER will bear responsibility for all charges at AESC. Should the animal require cardiopulmonary resuscitation (CPR), including cardiac compressions, positive pressure respiration, emergency medications, or other heroic interventions, I request that the doctor(s) at AESC conduct/not conduct such medical care as indicated below. Regardless of pet's recovery or survival, I agree to pay CPR fees (\$200-\$500). Please initial whether you accept or decline CPR treatment for SHELTER animals: Accept _____ Decline _____
- 6) I understand that ChattaNeuter will monitor SHELTER animals post surgery for a minimum of two hours. Upon pickup at ChattaNeuter, SHELTER will continue to monitor and supervise these animals until they are considered sufficiently recovered from anesthesia. Post operative instructions follow this agreement; I understand that as the

SHELTER representative I am responsible for ensuring that all appropriate SHELTER staff, volunteers, adopters, and fosters receive a copy of post-operative instructions and follow these instructions.

7) SHELTER representative should contact ChattaNeuter about post operative questions or concerns on behalf of SHELTER animals, fosters or adopted animals. SHELTER should not refer clients directly to ChattaNeuter regarding post operative questions but should act as the liaison between client and ChattaNeuter until otherwise directed by ChattaNeuter. ChattaNeuter does not offer regular veterinary care and recommends adopters form relationship with a full service veterinarian.

8) SHELTER's designated contact will be invoiced weekly via email. ChattaNeuter must receive payment from SHELTER within 10 business days; failure to pay within the designated timeframe will result in cancellation of all future surgical appointments until payment is made in full.

9) I understand and agree to pay the following fees for services rendered:

Spay/neuter:

Spay/neuter price includes: Spay/neuter surgery, wellness check for signs of illness that would make the patient unsuitable for surgery, and rabies vaccination at rescue's request – must be noted on Admissions form. Surgical patients receive a small tattoo on their underside to indicate they have been sterilized.

Female Dogs	\$59
Male Dogs	\$49
Female Cats	\$39
Male Cats	\$28
Feral Cats (must come in trap and will receive ear tip)	\$30

The following fees may apply:

Anesthesia without surgery	\$10
Anesthesia with exploratory	\$50 and up
Pregnant	\$21
Pyometra	\$21
Cryptorchid	\$15 and up
Capstar (if fleas are visible at time of surgery)	\$5
Large dog fee (80-99 lbs); Extra large dog fee (100lbs+)	\$20/\$30
Office visit fee (for services without surgery; includes rabies vaccination if requested)	\$15

Services available at time of surgery for additional fees:

Vaccinations - DHPP or FVRCP (or similar vaccine)	\$15
Kennel cough vaccination	\$10
Blood draw fee	\$5
Injection fee (client provided vaccination or microchip)	\$3
Ear flush	\$5
Ear mite treatment	\$5
FeLV/FIV Test (cats)	\$20
Hernia repair (at doctor's discretion)	\$40
HW Test (dogs)	\$15
Microchip	\$20
Fecal Test	\$10
Deworming cats/dogs	\$5/\$10
Health Certificate per animal	\$18
Wound cleaning fee	\$10
E-collar	\$10

Pain medication is provided as part of the surgical procedure. Additional fees for take home medications, if prescribed.

10) On behalf of the rescue I represent, I hereby request and authorize ChattaNeuter to perform sterilization surgery, provide anesthesia, any other necessary treatment and administer requested vaccinations to animals SHELTER presents to ChattaNeuter for surgery. I release ChattaNeuter, all veterinarians, assistants, volunteers, directors, and employees from any and all claims arising out of or connected with the performance of sterilization surgery and any services performed at ChattaNeuter, any adverse reactions from vaccinations or any disease contracted due to incomplete vaccination status. I agree that I have not and will not claim any right of compensation from them, file action by reason of such sterilization or attempted sterilization of such animal or any consequences related thereto. I agree to indemnify and hold ChattaNeuter harmless for any damages caused during the housing or transportation of any animal.

Rescue Representative, Authorized Signature Date Rescue Name

Rescue Representative Name Cell phone number Work phone number email address

Secondary Contact Name Cell phone number Work phone number email address

Rescue Address: _____

Bills for organization should be sent to:

Contact Person: _____ *Email address: _____

Cell phone: _____ Work phone: _____

Address (if different from Rescue Address):

*Valid email address to which invoices will be emailed is required for completion of contract.

RESOLUTION NO. 3496

**AGENDA MEMORANDUM
AMENDMENTS TO THE HR RULES AND REGULATIONS
January 11, 2024**

Submitted By:

Michelle Sinigaglio, Human Resources Director

SUBJECT:

The City of East Ridge Human Resources Rules and Regulations must be updated from time to time as the needs of the City change. There are 9 amendments I would like to put through at this time.

- Section VII, letter E – clarification on the process of enrollment with TCRS
- Section VII, letter G – change statement regarding retirement to be more precise
- Section IV, letter V – update policy to reflect digital attendance records
- Section IV, letter Z – update to reflect new performance review plans
- Section XII, letter A, #3, r. – change base age to operate vehicles and equipment
- Section VII – update to latest version used by TN Bureau of Workers’ Compensation’s Drug-free Workplace Program
- Section VII, add letter L – previously unwritten policy regarding a benefit
- Section XII, add letter T – new legislation regarding lactation in the workplace
- Section XII, add letter U – new legislation regarding accommodations for pregnant workers

RESOLUTION NO. 3496

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING RESOLUTION NO. 3241, WHICH APPROVED THE HUMAN RESOURCES MANUAL

WHEREAS, Resolution No. 3241, approving the City of East Ridge Human Resources Manual, was adopted on February 24, 2022; and

WHEREAS, it is necessary to amend the Human Resources Manual from time to time in order to keep the Manual up to date.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that Resolution No. 3241 is hereby amended to reflect the following revisions to the Human Resources Manual in the words and phrases as follows:

SECTION IV – EMPLOYMENT

V. TIME-RECORDS

All non-exempt employees (except Fire dept personnel) shall record actual hours worked through use of the City's digital time system. Department heads shall review all time-records for accuracy and consistency with expectations of attendance.

The following rules shall apply to the use of time records:

1. Employees are responsible for entering their starting time, meal-break time, and quitting time each workday;
2. Employees, given permission by their supervisor to leave their job assignment for any purpose besides city business during work hours, must clock out when leaving and clock in upon returning to work;
3. Failure to properly record hours worked may result in disciplinary action;
4. Only department heads & HR staff shall alter another employee's time-record.
5. Intentionally falsifying the information entered on a time record is a serious offense and will result in disciplinary action.

Z. PERFORMANCE REVIEWS

Performance reviews will be conducted by the employee's immediate supervisor on an annual basis. In addition to your formal performance review, your department head may also provide you feedback regarding your performance on a regular and on-going basis throughout the year. The purpose of the performance review is to evaluate your job performance during the prior year, assess your job-related strengths and weaknesses, discuss growth, and educational opportunities

SECTION VII – EMPLOYEE BENEFITS

E. RETIREMENT

Tennessee Consolidated Retirement System (TCRS) – All full-time employees are automatically enrolled for participation with TCRS. Employees who wish to retire from the City must communicate their intentions to their Department Head and Human Resources in writing giving at least ninety-day (90) notice.

G. LONGEVITY PAY

All full-time employees who have served continuously ten (10) or more years shall receive, upon their departure from employment with the City of East Ridge, AND voluntary retirement through TCRS, longevity pay according to the following schedule:

Total Continuous Service	Awarded Value
Beginning the 10th year into the 14th year	2 days' pay
Beginning the 15th year into the 19th year	4 days' pay
Beginning the 20th year into the 24th year	6 days' pay
Beginning the 25th year and thereafter	10 days' pay

L. SERVICE AWARDS (ADDITION)

The Service Awards Program recognizes employees when they reach five years of service and then in increments of five years until retirement. The purpose of the Service Awards Program

is to express appreciation for longstanding employees and their dedication to the City. This program celebrates length of service milestones according to the following criteria:

1. Service Awards begin at 5 years of service and are celebrated at 5-year increments through 40 years
2. Service is calculated from an employees' current hire date
3. Adjustments will be made for previous service at the City of East Ridge
4. Awards include a certificate, pin or plaque, and money
5. Awards are distributed in the month following the completion of the milestone timeframe

SECTION VIII – DRUG AND ALCOHOL TESTING POLICY

The City of East Ridge is committed to providing a safe work environment and to fostering the health and well-being of its employees. That commitment is jeopardized when any of our employees illegally use drugs at home or at work, comes to work under their influence, possesses, distributes, or sells drugs in the workplace, or abuses alcohol on the job.

As part of our commitment to safeguard the wellbeing of our employees and to provide a safe environment for everyone, the City of East Ridge has established a drug-free workplace policy. The City is participating in the Tennessee Bureau of Workers' Compensation's Drug Free Workplace Program, and has established the following substance abuse policy: (1) It is a violation of City policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job, (2) It is a violation of City policy for any employee to report to work, be at work or to engage in work under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount. (3) It is a violation of City policy for any employee to report to work, be at work or to engage in work under the influence of or impaired by alcohol. (4) It is a violation of the City policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner, amount, or for a purpose other than as prescribed.

Nothing in this policy precludes the appropriate use of legally prescribed medications. While this City understands that employees and applicants under a physician's care may be required to use prescription drugs, the illegal use of prescribed medications will be dealt with in the same manner as the abuse of illegal substances. An employee or job applicant may confidentially report the use of prescription or nonprescription medications to a medical review officer, both before and after a drug/alcohol test, by contacting the medical review officer directly. Violations of this policy are subject to disciplinary action up to and including termination.

Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who has a drug problem to seek help. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive,

drug-free work environment. We strongly encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem.

As a participating employer in the Tennessee Drug Free Workplace Program, this City is required to test for the following drugs: • Marijuana metabolites • Cocaine metabolites • Amphetamines • Opiate metabolites • Phencyclidine (PCP) Important note: these drugs come in many different forms and have various “street names.”

An employee whose normal faculties are impaired due to alcoholic beverages, or whose blood alcohol level tests .08% by weight for non-safety sensitive positions, or .04% for safety sensitive positions, while on duty/City business shall be considered a violation of this policy.

It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

1. Pre-Employment/Job Applicant Testing - All job applicants who have been offered employment at the City of East Ridge must undergo testing for substance abuse as a condition of employment. Any applicant with a confirmed positive test result will be denied employment. Notices will also be placed on vacancy announcements for positions which require drug or alcohol testing. Applicants will be required to submit to a urinalysis test at a laboratory chosen by this City. If the physician, official, or lab personnel have reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for the position. This City will not discriminate against applicants for employment because of a history of drug or alcohol abuse. It is the current illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly, that this City will not tolerate.

2. Reasonable suspicion testing - “Reasonable suspicion” is based on a belief that an employee is using or has used drugs or alcohol in violation of this City’s policy and is based on specific, objective, and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following: (A) Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse, with 2nd person corroboration; (B) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; (C) A report of substance abuse provided by a reliable and credible source; (D) Evidence that an individual has tampered with any substance abuse test during his or her employment with this City; (E) Information that an employee has caused or contributed to an accident while at work; (F) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment; or (G) Involvement in an accident which results in an injury to another individual or in property damage exceeding Five Thousand Dollars (\$5,000.00), or such minimum amount as set by U.S.DOT Guidelines, if less.

3. Routine fitness-for-duty drug or alcohol testing - Employees must submit to a drug or alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty

medical examination where the examinations are required by; law, regulation, is part of this City's established policy, or one that is scheduled routinely for all members of an employment classification group.

4. Follow-up to a positive test for at least once per year for a two (2)-year period following a positive drug or alcohol test, employees must submit to a follow-up drug test, alcohol test, or both, as appropriate. In cases in which an employee voluntarily entered treatment not based on an employer-administered drug or alcohol test, the follow-up test is not required.

5. Post-accident - All employees must submit to a test after a work-related accident which results in an injury or property damage, at the time the injury or property damage is reported. Emergency medical care shall not be withheld or delayed for collection of drug and/or alcohol test specimens.

Refusal to submit to a drug or alcohol test or failure to submit to a required substance abuse test shall be considered misconduct and shall be subject to discipline up to and including termination and the potential forfeiture of workers' compensation benefits.

Employees and job applicants who have a positive confirmed drug or alcohol test result may explain or contest the result to the medical review officer within five (5) working days after receiving notification of the test result from the medical review officer. If an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the City.

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained as required by the rules adopted by the Drug Free Workplace Program of the Tennessee Bureau of Workers' Compensation.

We offer an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling for employees and their dependents who need or request it. Confidentiality is assured. NO information regarding the nature of the personal problem will be made available to supervisors, nor will it be included in your permanent personnel file. It is the responsibility of an employee to seek assistance from an EAP before alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently seeking treatment through an EAP on a voluntary basis will not lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action. The City of East Ridge's EAP will provide appropriate assessment, evaluation, and counseling, and/or referral for treatment of drug and/or alcohol abuse. Employees may be granted leave with a conditional return to work, contingent upon successful completion of the agreed-upon treatment regimen, which may include follow-up testing. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by your medical insurance; but the costs of such outside services are your responsibility. Participation in the EAP will not affect your career advancement or employment, nor will it protect any employee from disciplinary action if substandard job performance continues. The EAP is a process used in conjunction with discipline, not as a substitute for discipline. The EAP can be accessed by an employee through

self-referral or through referral by a supervisor. Employees are encouraged to use EAP as needed. EAP information is located on www.eastridgetn.gov.

Additionally, your personal medical provider can give an appropriate assessment, evaluation, and counseling and/or referral for treatment of drug and alcohol abuse. Employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon treatment regimen, which may include follow-up testing. The cost of seeking assistance will be the responsibility of the employee and is subject to the provisions of the City's health insurance plan, if any. Please consult the insurance provider for specifics concerning this issue.

SECTION XII – MISCELLANEOUS POLICIES

A. USE OF CITY VEHICLES AND EQUIPMENT

3. Regulations:

- r. No employee under the age of 18 shall be permitted to drive a City vehicle (except a firefighter driving a support vehicle under the permission of the Fire Chief).

T. PUMP ACT (ADDITION)

Break Time to Pump Breast Milk

For one year after the child's birth, City of East Ridge employees may take reasonable break time "each time such employee has need to express the milk." The City will not deny a covered employee a needed break to pump. The frequency and duration of breaks needed to express milk may vary depending on factors related to the nursing employee and the child. Factors such as the location of the space and the steps reasonably necessary to express breast milk, such as pump setup, may also affect the duration of time an employee will need to express milk and will be considered by the City.

Private Space to Pump Breast Milk

The City of East Ridge will provide covered employees with "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." Under the FLSA, a bathroom, even if private, is not a permissible location for the employer to provide for pumping breast milk.

The location provided will be functional as a space for expressing breast milk. If the space is not dedicated to the nursing employee's use, it will be made available when needed by the employee. A space temporarily created or converted into a space for expressing breast milk

or made available when needed by the nursing employee is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public.

U. TN PREGNANT WORKERS FAIRNESS ACT (ADDITION)

As required by the federal Pregnant Workers Fairness Act (PWFA), the City of East Ridge will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to the City's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to the Human Resources Director. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the HR Director will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

The City prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

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

Adopted this _____ day of _____ 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

AMENDMENTS

Section VII – Employee Benefits

Old:

E. RETIREMENT

Tennessee Consolidated Retirement System (TCRS) - As an employee of the City, you are required to participate in TCRS. As part of your orientation, you will be provided the appropriate information to begin your participation.

Employees who wish to retire from the City should communicate their intentions to their Department Head and Human Resources in writing giving at least ninety-day (90) notice.

New:

E. RETIREMENT

Tennessee Consolidated Retirement System (TCRS) – All full-time employees are automatically enrolled for participation with TCRS. Employees who wish to retire from the City must communicate their intentions to their Department Head and Human Resources in writing giving at least ninety-day (90) notice.

Old:

G. LONGEVITY PAY

All full-time employees who have served continuously ten (10) or more years shall receive, upon their voluntary retirement from employment with the City, longevity pay according to the following schedule:

Total Continuous Service	Awarded Value
Beginning the 10th year into the 14th year	2 days' pay
Beginning the 15th year into the 19th year	4 days' pay
Beginning the 20th year into the 24th year	6 days' pay
Beginning the 25th year and thereafter	10 days' pay

New:

G. LONGEVITY PAY

All full-time employees who have served continuously ten (10) or more years shall receive, upon their departure from employment with the City of East Ridge, AND voluntary retirement through TCRS, longevity pay according to the following schedule:

Total Continuous Service	Awarded Value
Beginning the 10th year into the 14th year	2 days' pay
Beginning the 15th year into the 19th year	4 days' pay
Beginning the 20th year into the 24th year	6 days' pay
Beginning the 25th year and thereafter	10 days' pay

Section IV – Employment

Old:

V. TIME-RECORDS

All non-exempt employees shall record actual hours worked on a time-record. Department heads and supervisors shall review and sign all time-records.

The following rules shall apply to the use of time records:

1. Employees are responsible for recording/stamping/entering their starting time, quitting time and total hours worked for each workday;
3. Employees shall not remove time-records from the designated employee area or leave the premises with said time-records;
4. Employees given permission by their supervisor to leave their job assignment for any purpose besides city business during work hours must sign out when leaving and sign in upon returning to work;
5. An employee failing to properly sign/validate his/her time-record must have it immediately approved, initialed, or verified by a supervisor or department head to ensure payment for hours worked. Failure to properly record hours worked may result in not being paid for those hours in question on the time-record. Continued non-compliance may result in disciplinary action;
6. Only department supervisors & HR staff shall mark on, or alter, another employee's time-record. Employees that alter another employees' time-record shall be subject to disciplinary action; and
7. Intentionally falsifying the information entered on a time record is a serious offense and will result in disciplinary action.

New:

V. TIME-RECORDS

All non-exempt employees (except Fire dept personnel) shall record actual hours worked through use of the City's digital time system. Department heads shall review all time-records for accuracy and consistency with expectations of attendance.

The following rules shall apply to the use of time records:

1. Employees are responsible for entering their starting time, meal-break time, and quitting time each workday;

2. Employees, given permission by their supervisor to leave their job assignment for any purpose besides city business during work hours, must clock out when leaving and clock in upon returning to work;
3. Failure to properly record hours worked may result in disciplinary action;
4. Only department heads & HR staff shall alter another employee's time-record.
5. Intentionally falsifying the information entered on a time record is a serious offense and will result in disciplinary action.

Old:

Z. PERFORMANCE REVIEWS

Performance reviews may be conducted by the employee's immediate supervisor on a periodic basis. In addition to your formal review, your Department Head may also provide you feedback regarding your performance on a regular and on-going basis throughout the year. The purpose of the performance review is to evaluate your job performance during the year, assess your job-related strengths and weaknesses, and support changes in job status and/or salary level.

New:

Z. PERFORMANCE REVIEWS

Performance reviews will be conducted by the employee's immediate supervisor on an annual basis. In addition to your formal performance review, your department head may also provide you feedback regarding your performance on a regular and on-going basis throughout the year. The purpose of the performance review is to evaluate your job performance during the prior year, assess your job-related strengths and weaknesses, discuss growth, and educational opportunities.

Section XII – Miscellaneous Policies

Old:

A. USE OF CITY VEHICLES AND EQUIPMENT

3. Regulations:

- r. No employee under the age of 21 shall be permitted to drive a City vehicle (except a firefighter driving a support vehicle under the permission of the Fire Chief).

New:

A. USE OF CITY VEHICLES AND EQUIPMENT

3. Regulations:

- r. No employee under the age of 18 shall be permitted to drive a City vehicle (except a firefighter driving a support vehicle under the permission of the Fire Chief).

Section VIII – Drug and Alcohol Testing Policy

Old:

To provide a safe, healthy, productive, and drug-free working environment for its employees to properly conduct the public business, the City has adopted this drug and alcohol testing policy. This policy complies with the Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs; Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); and Department of Transportation (DOT) rules, which include procedures for urine drug testing and breath alcohol testing. The types of tests required are: pre-employment, transfer into safety sensitive position, reasonable suspicion, post-accident (post-incident), random, fit-for-duty, and follow-up. All employees may be required to participate in the random drug and alcohol screening program.

It is the policy of the City that the use of drugs by its employees and impairment in the workplace due to drugs and/or alcohol is prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to disciplinary action. Prohibited and/or illegal conduct includes but is not limited to:

1. Being on duty or performing work in or on city/town property while under the influence of drugs and/or alcohol
2. Engaging in the manufacture, sale, distribution, use or unauthorized possession of drugs at any time and of alcohol while on duty or while in or on city property
3. Refusing or failing a drug and/or alcohol test administered under this policy
4. Providing an adulterated, altered, or substituted specimen for testing
5. Use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty; and
6. Use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures

Compliance with this substance abuse policy is a condition of employment. The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire or disciplinary actions. The submission by an applicant or employee of a urine sample that is not his/her own or is adulterated shall be grounds for refusal to hire or disciplinary actions.

Voluntary disclosure of drug and/or alcohol use

In the event that an employee of the City is dependent upon or an abuser of drugs and/or alcohol and sincerely wishes to seek professional medical care, that employee should voluntarily discuss his/her problem with the department head, Human Resources Manager, or City Manager in private.

Such voluntary desire for help with a substance abuse problem may be honored by the City. If substance abuse treatment is required, the employee will be removed from service pending completion of the treatment. Substance abuse treatment will be at the employee's expense. Voluntary disclosure must occur before an employee is notified of or otherwise becomes subject to a pending drug and/or alcohol test.

Affected employees of the City are entitled to up to thirty (30) consecutive calendar days for initial substance abuse treatment as follows:

1. The employee must use any paid leave available.
2. In the event accumulated vacation and sick leave is insufficient to provide the medically prescribed and needed treatment up to a maximum of thirty (30) consecutive calendar days, the employee will be provided unpaid leave for the difference between the amount of accumulated leave and the number of days prescribed and needed for treatment up to the maximum 30-day treatment period.

Prior to any return-to-duty consideration of an employee following voluntary substance abuse treatment, the employee shall obtain a return-to-duty recommendation from the substance abuse professional (SAP) monitoring the employee's treatment. The SAP may suggest conditions of reinstatement of the employee that may include after-care and return-to-duty and/or random drug and alcohol testing requirements. The City Manager and Human Resources Director of the City will consider each case individually and set forth final conditions of reinstatement to duty. These conditions of reinstatement must be met by the employee. Failure of the employee to complete treatment or follow after-care conditions, or subsequent failure of any drug or alcohol test under this policy will result in disciplinary action up to, and including, dismissal.

These provisions apply to voluntary disclosure of a substance abuse problem by an employee of the City. Voluntary disclosure provisions do not apply to applicants. Employees testing positive during drug and/or alcohol testing under this policy are subject to disciplinary action.

Exceptions

This policy does not apply to lawful possession, use or provision of alcohol and/or drugs by employees in the context of authorized work assignments (i.e., undercover police enforcement, intoxilyzer demonstrations). In all cases, it is the individual employee's responsibility to ensure that job performance is not adversely affected by the lawful possession, use, or provision of alcohol and/or drugs.

Employee confidentiality/protection

The information received by the City through the drug-free workplace program will be maintained as confidential to the extent authorized by law.

New:

The City of East Ridge is committed to providing a safe work environment and to fostering the health and well-being of its employees. That commitment is jeopardized when any of our employees illegally use drugs at home or at work, comes to work under their influence, possesses, distributes, or sells drugs in the workplace, or abuses alcohol on the job.

As part of our commitment to safeguard the wellbeing of our employees and to provide a safe environment for everyone, the City of East Ridge has established a drug-free workplace policy. The City is participating in the Tennessee Bureau of Workers' Compensation's Drug Free Workplace Program, and has established the following substance abuse policy: (1) It is a violation of City policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job, (2) It is a violation of City policy for any employee to report to work, be at work or to engage in work under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount. (3) It is a violation of City policy for any employee to report to work, be at work or to engage in work under the influence of or impaired by alcohol. (4) It is a violation of the City policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner, amount, or for a purpose other than as prescribed.

Nothing in this policy precludes the appropriate use of legally prescribed medications. While this City understands that employees and applicants under a physician's care may be required to use prescription drugs, the illegal use of prescribed medications will be dealt with in the same manner as the abuse of illegal substances. An employee or job applicant may confidentially report the use of prescription or nonprescription medications to a medical review officer, both before and after a drug/alcohol test, by contacting the medical review officer directly. Violations of this policy are subject to disciplinary action up to and including termination.

Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who has a drug problem to seek help. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free work environment. We strongly encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem.

As a participating employer in the Tennessee Drug Free Workplace Program, this City is required to test for the following drugs: • Marijuana metabolites • Cocaine metabolites • Amphetamines • Opiate metabolites • Phencyclidine (PCP) Important note: these drugs come in many different forms and have various "street names."

An employee whose normal faculties are impaired due to alcoholic beverages, or whose blood alcohol level tests .08% by weight for non-safety sensitive positions, or .04% for safety sensitive positions, while on duty/City business shall be considered a violation of this policy.

It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

1. Pre-Employment/Job Applicant Testing - All job applicants who have been offered employment at the City of East Ridge must undergo testing for substance abuse as a condition of employment. Any applicant with a confirmed positive test result will be denied employment. Notices will also be placed on vacancy announcements for positions which require drug or alcohol testing. Applicants will be required to submit to a urinalysis test at a laboratory chosen by this City. If the physician, official, or lab personnel have reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for the position. This City will not discriminate against applicants for employment because of a history of drug or alcohol abuse. It is the current illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly, that this City will not tolerate.

2. Reasonable suspicion testing - "Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of this City's policy and is based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following: (A) Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse, with 2nd person corroboration; (B) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; (C) A report of substance abuse provided by a reliable and credible source; (D) Evidence that an individual has tampered with any substance abuse test during his or her employment with this City; (E) Information that an employee has caused or contributed to an accident while at work; (F) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment; or (G) Involvement in an accident which results in an injury to another individual or in property damage exceeding Five Thousand Dollars (\$5,000.00), or such minimum amount as set by U.S.DOT Guidelines, if less.

3. Routine fitness-for-duty drug or alcohol testing - Employees must submit to a drug or alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination where

the examinations are required by; law, regulation, is part of this City's established policy, or one that is scheduled routinely for all members of an employment classification group.

4. Follow-up to a positive test for at least once per year for a two (2)-year period following a positive drug or alcohol test, employees must submit to a follow-up drug test, alcohol test, or both, as appropriate. In cases in which an employee voluntarily entered treatment not based on an employer-administered drug or alcohol test, the follow-up test is not required.

5. Post-accident - All employees must submit to a test after a work-related accident which results in an injury or property damage, at the time the injury or property damage is reported. Emergency medical care shall not be withheld or delayed for collection of drug and/or alcohol test specimens.

Refusal to submit to a drug or alcohol test or failure to submit to a required substance abuse test shall be considered misconduct and shall be subject to discipline up to and including termination and the potential forfeiture of workers' compensation benefits.

Employees and job applicants who have a positive confirmed drug or alcohol test result may explain or contest the result to the medical review officer within five (5) working days after receiving notification of the test result from the medical review officer. If an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the City.

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained as required by the rules adopted by the Drug Free Workplace Program of the Tennessee Bureau of Workers' Compensation.

We offer an Employee Assistance Program(EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling for employees and their dependents who need or request it. Confidentiality is assured. NO information regarding the nature of the personal problem will be made available to supervisors, nor will it be included in your permanent personnel file. It is the responsibility of an employee to seek assistance from an EAP before alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently seeking treatment through an EAP on a voluntary basis will not lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action. The City of East Ridge's EAP will provide appropriate assessment, evaluation, and counseling, and/or referral for treatment of drug and/or alcohol abuse. Employees may be granted leave with a conditional return to work, contingent upon successful completion of the agreed-upon treatment regimen, which may include follow-up testing. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by your medical insurance; but the costs of such outside services are your responsibility. Participation in the EAP will not affect your career advancement or employment, nor will it protect any employee from disciplinary action if substandard job performance continues. The EAP is a process used in conjunction with discipline, not as a substitute for discipline. The EAP can be accessed by an employee through self-referral or through referral by a supervisor. Employees are encouraged to use EAP as needed. EAP information is located on www.eastridgetn.gov.

Additionally, your personal medical provider can give an appropriate assessment, evaluation, and counseling and/or referral for treatment of drug and alcohol abuse. Employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon treatment regimen, which may include follow-up testing. The cost of seeking assistance will be the responsibility of the employee and is subject to provisions of the City's health insurance plan, if any. Please consult the insurance provider for specifics concerning this issue.

ADDITIONS

Section VII – Employee Benefits

L. SERVICE AWARDS

The Service Awards Program recognizes employees when they reach five years of service and then in increments of five years until retirement. The purpose of the Service Awards Program is to express appreciation for longstanding employees and their dedication to the City. This program celebrates length of service milestones according to the following criteria:

1. Service Awards begin at 5 years of service and are celebrated at 5-year increments through 40 years
2. Service is calculated from an employees' current hire date
3. Adjustments will be made for previous service at the City of East Ridge
4. Awards include a certificate, pin or plaque, and money
5. Awards are distributed in the month following the completion of the milestone timeframe

Section XII – Miscellaneous Policies

T. PUMP ACT

Break Time to Pump Breast Milk

For one year after the child's birth, City of East Ridge employees may take reasonable break time "each time such employee has need to express the milk". The City will not deny a covered employee a needed break to pump. The frequency and duration of breaks needed to express milk may vary depending on factors related to the nursing employee and the child. Factors such as the location of the space and the steps reasonably necessary to express breast milk, such as pump setup, may also affect the duration of time an employee will need to express milk and will be considered by the City.

Private Space to Pump Breast Milk

The City of East Ridge will provide covered employees with "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." Under the FLSA, a bathroom, even if private, is not a permissible location for the employer to provide for pumping breast milk.

The location provided will be functional as a space for expressing breast milk. If the space is not dedicated to the nursing employee's use, it will be made available when needed by the employee. A space temporarily created or converted into a space for expressing breast milk or made available when needed by the nursing employee is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public.

U. TN PREGNANT WORKERS FAIRNESS ACT

As required by the federal Pregnant Workers Fairness Act (PWFA), the City of East Ridge will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth,

or related medical conditions, unless the accommodation will cause undue hardship to the City's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to the Human Resources Director. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the HR Director will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

The City prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

RESOLUTION NO. 3497

**AGENDA MEMORANDUM
PURCHASED OF A TRANE COMPRESSORS**

JANUARY 11, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department requests approval to purchase two Trane compressors for the Arena to replace units 1 and 5. This item was approved at the Nov. 9, 2023 City Council Meeting.

Please see the attached updated quote 201938 for the two compressor replacements. The price change is reflected in this quote with a new price of \$20,954.00. This price increase came from an increase in labor rates and materials. The total labor increase for this job is \$832.00 and the materials increase was \$135.00 for a total increase of \$966.00.

Trane is also in our OMNIA partners contract #3341.

SS

RESOLUTION NO. 3497

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
PURCHASE TWO TRANE COMPRESSORS FOR CAMP JORDAN
ARENA FROM TRANE THROUGH THE OMNIA PARTNERS
PURCHASING ALLIANCE, CONTRACT LISTING #3341**

WHEREAS, the City of East Ridge Parks and Recreation Department is in need of two compressors for Camp Jordan Arena; and

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

WHEREAS, the total cost of two compressors from Trane through the OMNIA Partners Purchasing Alliance is \$19,988.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to purchase two compressors from Trane through the OMNIA Partners Purchasing Alliance, contract listing #3341, without obtaining competitive bids, for a total cost of \$19,988.00.

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 _____, 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Trane U.S. Inc. dba Trane
 6138 PRESERVATION DRIVE, SUITE 600
 Chattanooga, TN, 37416
 Phone: (423) 296-1506

Oct 10,2023
 EAST RIDGE CITY OF
 1517 TOMBRAS AVE
 CHATTANOOGA, TN, 37412

Project Name:Ac-5

Site Name:CAMP JORDAN ARENA

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List:

Equipment	Model Number	Serial Number
Ac-5	TCH420B40N1A2DE	C15L07459

Scope of Service:

Lock out power, recover contaminated R410a. Dispose of tanks through phillip. Remove shrauder cores and compressor, unswept filter dryer and change out power head of txv. Flush system thoroughly with r11 flush and nitrogen. Set new compressor, pipe in both compressors and filter dryer. Weld up fittings, pressure test with nitrogen for an hour. Pull vacuum over night. Install new contactors, Check vacuum with micron gauge. Add factory charge, remove lock and start up system, verify operation.

OMNIA Partners Contract #3341

Total Price: \$ **19,988.00**

[Response Link](#)

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours unless stated
4. Travel time is not included unless stated

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,
 Caleb Cass
 Trane Service Technician
 Caleb.Cass@tranetechnologies.com

This proposal is valid 30 days from Oct 10,2023. This agreement is subject to Customer's acceptance of the attached Trane USA Services Terms and Conditions.

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and

(5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

RESOLUTION NO. 3498

**AGENDA MEMORANDUM
PURCHASE OF NEW CAMP JORDAN ARENA SIGN**

JANUARY 11, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department is seeking City Council's approval for the purchase of a new sign to replace the current sign on the outside of the arena. This project is part of Phase 3 of Camp Jordan improvements approved at the December 14th City Council meeting.

Attached is the design and quote for this purchase. This includes the removal and disposal of the current sign and then the installation of a Custom Building Sign included in the packet. Ortwein Sign is the City's approved sign company.

Attachment

SS

RESOLUTION NO. 3498

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE PURCHASE OF A NEW SIGN FROM ORTWEIN SIGN COMPANY FOR THE FAÇADE OF CAMP JORDAN ARENA AS PART OF PHASE III FOR IMPROVEMENTS AT CAMP JORDAN

WHEREAS, on September 28, 2023, the East Ridge City Council approved Ortwein Sign Company as the City's sign consultant and contractor to perform services to include the design, build, and installation of City designated signs throughout the City; and

WHEREAS, on December 14, 2023, the City Council approved incurring expenditures on the capital projects as part of Phase III, Camp Jordan improvements, on a reimbursement basis from a bond issue; and

WHEREAS, as part of Phase III, the City wishes to contract with Ortwein Sign for the design and installation of a custom sign to be placed on the façade of Camp Jordan Arena.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor or his designee is authorized to contract with Ortwein Sign Company for the design and installation of a new sign for the façade of Camp Jordan Arena, plus the removal and disposal of the current sign, for a total cost of \$19,582.10.

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

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

www.ortweinsign.com

Ortwein Sign
2806 East 50th Street
Chattanooga, TN, 37407- USA
Phone: (423)-867-9208



ESTIMATE Submitted To:

CAMPJOR001
Shawna Skiles
Camp Jordan
USA

Job Name: Camp Jordan Arena

Phone: () - 1 Ext.

Fax:

Email

Job Name and Location

Camp Jordan
USA

Estimate ID	Estimate Date	Payment Terms	Contact	Page
012544	7/5/2023	50 DEP/NET30	L Teal	Page 1 of 1

Quantity	Description	Unit Price	Extended Price
1	CustomReverse Style Channel Letters Wording: 'CAMP JORDAN', No of letters: 10, Letters Size: 33 upright inch(s), Letters style: BLOCK, Wording: 'ARENA', No of letters: 5, Letters Size: 66 upright inch(s), Letters style: BLOCK,	\$7,405.20	\$7,405.20
1	SINGLE FACE 2" TUBE FRAME SIGN PRINTED VINYL GRAPHICS W/ LAMINATE. Sizes of the sign: Height: 17 Ft Lengh: 17 Ft Depth: 2 In	\$7,538.60	\$7,538.60
1	Installation Labor. Assumes access to interior wall is provided by owner, otherwise, add \$1800 for rental of lift for wiring and securing letters to wall. Also assuming permit not required.	\$3,256.00	\$3,256.00

Conditions: A 50% deposit is required unless otherwise notified, the final balance will be due upon completion. Taxes, permits, permit acquisition are not included in this pricing except where otherwise stated. These items will be billed additional. Electrical circuit to sign and final hook up by others. If abnormal subsurface conditions are encountered, such as water, electrical, rocks, concrete, items not located by One Call, low compression soils or fill, etc., reasonable compensation shall be due as a part of this agreement at cost plus 25% for any mitigation required. Rock clause in effect. Warranties: Sign manufacturing material and workmanship will be guaranteed for 12 months against defects in metal, plastic, paint, installation. Electrical components are guaranteed for 90 days against defects in material and workmanship. If an OEM warranty exists as part of the purchase of the electrical component, that warranty will be passed on to the buyer. All acts of God, war, terrorism are excluded from any type of warranty. Buyer agrees to pay a finance charge of 1.5% per month on any unpaid balance beyond the payment term. Buyer agrees to pay all attorney, collection, court, and labor fees incurred to collect balance due. Due to material price volatility, quote is good for 30 days and is subject to change with commodity prices. Buyer agrees to provide Ortwein Sign access to the site for installation and service. Additional charges may apply if access is not available. A fuel surcharge is to be added when diesel fuel prices are above \$4/gallon. Acceptable forms of payment shall be a form acceptable exclusively to Ortwein Sign ownership and may include US Dollars, USTN, gold, silver, acceptable land exchange and may change based solely on the discretion of an officer of Ortwein Sign. Change in currency shall not void debt.

Taxable:	\$14,943.80
NonTaxable:	\$3,256.00
SalesTax:	\$1,382.30
Freight:	\$0.00
Misc:	\$0.00
Total:	\$19,582.10

Thank You

For: Camp Jordan

Signature _____ Date: _____

CUSTOM BUILDING SIGNAGE

Proportions



Otwain sign
 Custom Located Branches
 3506 E 55th St. Chattanooga, TN 37427
 423-249-1111 website
 5045 Quincewinton Ave. 37042
 423-867-3306 phone

CAMP JORDAN ARENA

Client: Chattanooga, TN

Finish: single double

Illustration: led bulb neon photo sign

Extras: none

Scale: **1/16"** Qty: **1 EACH**

- 1 3mm Aluminum Sheet
- 2 2" Tube Frame
- 3 3" Channel Letters
- 4 1" Jewelite Trim Cap
- 5 3/16" Acrylic Faces

- A Customer Custom Color
Pantone # 7462 C
- B Returns Custom Color
MP - Pantone # 7462 C
- C Trim Caps - White Mender
Mudrens Paint #32071
- Digitally Printed
Opaque Vinyl
3M Scotchcal 50-12
- SEAL Reconstruction!
Client Needs to GK Changes

rev A: 06-21-23 creates original
 rev B: 06-25-23
 rev C: 06-27-23
 rev D: 07-06-23

WORK: 0000

PRODUCTION

UL

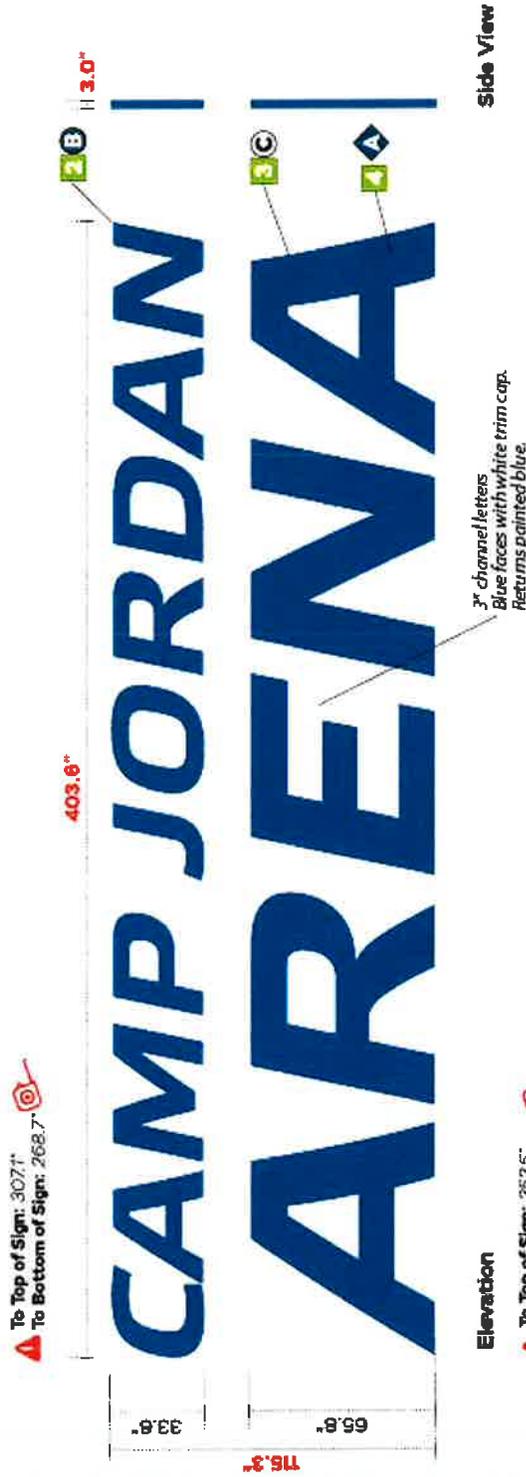
OUR OFFICE AND WEBSITE ONLY NEED TO CORRESPOND
 MULTIPLE EMAIL CHAINS TO REQUEST COLOR MATCH
 OR ANY OTHER EXECUTIVE REQUEST ARE NOT
 REPRESENTATIVE OF ACTUAL MATERIAL COLOR.

THIS DRAWING IS THE INTELLECTUAL PROPERTY OF
 OTWAIN SIGNAGE AND IS NOT TO BE REPRODUCED, COPIED, USED
 OR SHARED BY ANY MEANS WITHOUT THE
 EXPRESSED WRITTEN CONSENT OF AN OFFICER
 OF OTWAIN SIGNAGE, INC.

Approval & Date:

CUSTOM BUILDING SIGNAGE

Dimensions and Details



Ortwinsion
Custom Building Signage
2806 E 50th St., Chattanooga, TN 37407
info@ortwinsion.com
www.ortwinsion.com
(423) 867-2008

CAMP JORDAN ARENA

Customs: /N

Face: angle double none led bulb neon photo cut

Extrude: Scale: **3/16"** Qty: **1 EACH**

- 2** 3" Channel Letters
- 3** 1" Jewellee Trim Cap
- 4** 3/16" Acrylic Faces

- A** Customer Custom Color Pantone # 7462 C
- B** Returns Custom Color MP - Pantone # 7462 C
- C** Trim Caps - White Wooder Matthews Paint #32071

REV A DWG: 06.27.23 created original
REV B DWG: 06.29.23
REV C DWG: 06.29.23
REV D DWG: 07.06.23

WO#: 0000

UL

Production

Colors are illustrations only. Refer to color swatches for actual color. Colors may vary slightly due to printing process and material. Refer to actual material color.

THIS DRAWING IS THE INTELLECTUAL PROPERTY OF ORTWINSION SIGNAGE, LLC. IT IS NOT TO BE REPRODUCED, COPIED, OR SHARED BY ANY MEANS WITHOUT THE EXPRESS WRITTEN CONSENT OF AN OFFICER OF ORTWINSION SIGNAGE, LLC.

323.78 FT

To Top of Sign: 307.1"
To Bottom of Sign: 182.8"

Approval & Date:

CUSTOM 3MM SEAL

Dimensions and Details



Elevation

3mm Aluminum
on 2" Tube Framing

Side View

Ortwinsign
Custom Graphic Branding
2806 E 50th St, Chattanooga, TN 37407
website: ortwinssign.com
email: ortwin@ortwinssign.com
phone: (423) 867-0026

CAMP JORDAN ARENA
Chattanooga, TN

Faces: single double
 Illumination: none led bulbs neon photo cell
 Extras: Motion Sighting Unit
 Scale: **1/4"** Qty: **1 EACH**

1 3mm Aluminum Sheet
 2 2" Tube Frame
 Digitally Printed
 Opaque Vinyl
 3M Scotchcal 50-12
 SEAL Reconstruction:
 Client Needs to OK Changes

REV: A - 06-27-23 created original
 REV: B - 06-29-23
 REV: C - 07-06-23
 REV: D - 07-06-23
 WO#: 0000

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289.0 FT
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 To Bottom of Sign: 327.3"

Approval & Date:

RESOLUTION NO. 3499

AGENDA MEMORANDUM
McBRIEN SCHOOL
Asbestos and Lead Paint Assessment

January 11, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The Environmental Protection Agency (EPA) and the Tennessee Department of Environment and Conservation (TDEC) require asbestos assessments to be conducted by accredited individuals prior to the renovation or demolition of projects. Therefore, prior to any building activity (renovation or demolition) an assessment for asbestos containing materials and lead containing paint will need to be conducted on McBrien School.

Attached hereto please find a proposal from S&ME providing an asbestos assessment and a limited paint sampling of McBrien School at a lump sum fee of \$10,800.

Attachment

JSM/

RESOLUTION NO. 3499

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO HAVE ASBESTOS
AND LEAD PAINT ASSESSMENTS CONDUCTED ON THE
MCBRIEN SCHOOL BUILDING**

WHEREAS, the Environmental Protection Agency (“EPA”) and the Tennessee Department of Environment and Conservation (“TDEC”) require asbestos assessments to be conducted by accredited individuals prior to the renovation or demolition of projects; and

WHEREAS, prior to any renovation or demolition activities occurring, an assessment for asbestos containing materials and lead containing paint will need to be conducted on McBrien School; and

WHEREAS, the City Manager has obtained a quote from S&ME, Inc. to conduct an asbestos assessment and a lead paint assessment on McBrien at a cost not to exceed \$10,800.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to have an asbestos assessment and a lead paint assessment conducted on McBrien School by S&ME, Inc. for a cost not to exceed \$10,800.00.

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 _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



December 21, 2023

City of East Ridge
1517 Tombras Avenue
East Ridge, Tennessee 37412

Care of: Mr. Scott Miller

Reference: **Proposal for Pre-demolition Asbestos and Limited Lead Paint Assessment
Former McBrien Elementary School**
1501 Tombras Avenue
Chattanooga, Tennessee 37412
S&ME Proposal No. 23810388

Dear Mr. Miller:

S&ME, Inc. (S&ME) is pleased to provide this proposal to perform an asbestos and limited lead paint assessment at the referenced site. The scope of proposed service includes the interior and exterior of the structure to be demolished/renovated including the roof. This proposal describes our understanding of the work, our proposed Scope of Service, our terms and conditions, and fees. The attached Form AS-071, Agreement for Services, is incorporated into this proposal by reference.

◆ Background

On December 12, 2023, Mr. Scott Miller contacted Mr. William Sharpton of S&ME via telephone to discuss the planned demolition and/or renovation of the referenced structure. S&ME is familiar with the site having performed a Phase I Environmental Site Assessment (ESA) in 2017 (S&ME Project No. 4181-15-055) as part of an Environmental Protection Agency (EPA) Brownfield Assessment. We understand that the subject structure was used as an elementary school from the 1950's to 2010. The structure has previously been used by the City of East Ridge Fire and Police Departments for storage. The former McBrien Elementary School is a two-story structure with an approximately 33,350 square-foot footprint. The purpose of our assessment is to identify potential asbestos containing materials (ACM) and lead containing paint (LCP) that may be disturbed as part of the planned renovations and/or demolition.

The EPA and the Tennessee Department of Environment and Conservation (TDEC) require asbestos assessments to be conducted by accredited individuals prior to renovation or demolition projects or prior to the disturbance of suspect ACM. The samples collected during such assessments must be analyzed using Polarized Light Microscopy (PLM). The applicable EPA regulations enforced include Code 40, part 61, subpart M, Final Rule National Emissions Standards for Hazardous Air Pollutants (NESHAP).

The assessment for lead paint has also been requested. The EPA and TDEC have established a threshold of 0.5 percent lead by weight for child occupied facilities. Lead-based paint (LBP) is regulated to prevent occupational exposures in accordance with Occupational Safety and Health Administration (OSHA) regulation found in 29 CFR



1926.62. OSHA does not define LBP and requires worker protection controls for disturbance of materials containing any detectable level of lead. TDEC also regulates lead paint for commercial applications from a disposal standpoint.

◆ Scope of Service

S&ME offers the following Basic Services as part of this proposal:

Task I – Asbestos Assessment

S&ME will perform an asbestos assessment at the referenced site. The asbestos assessment will include the interior finishes and the exterior, including roofing materials, of the subject structure. A visual assessment and sampling strategy will be developed in general accordance with NESHAP and the sampling protocol described in the Asbestos Hazard Emergency Response Act (AHERA) to provide representative samples of each suspect ACM. We estimate collection and analysis of up to **200** bulk material samples with analysis by PLM. The number of samples collected will be in general accordance with the requirements of state and federal regulations. S&ME will provide a ladder and second person, for safety, in order to access high ceiling areas, expected to be about 25 feet.

The bulk samples will be collected and submitted to a laboratory for identification of asbestos type and content. The analytical laboratory that will be used is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). For PLM analytical results that indicate levels between "trace" and 10 percent asbestos, the Client has the option to analyze the samples further by Point Count analysis to better quantify the asbestos content. Materials having asbestos results less than or equal to one percent are not regulated by EPA or TDEC. However, if a sample is found to contain less than one percent asbestos, is a friable material, and the result is not verified by Point Count, it must be treated as an ACM. If the Client chooses Point Count analysis, there will be an additional cost.

Upon completion of the fieldwork and analysis, a report will be prepared. The report will include the project background, assessment procedures, findings and results, and recommendations as necessary. We will also provide estimated quantities of identified ACM and a figure showing bulk sample locations with location of identified ACMs.

If authorized, the assessment will include sampling of the roof of the building that is planned to be demolished as part of the renovations. Please be aware that roof sampling will damage the roof and may affect roof warranties. Sampling will require cutting through roofing layers to the roof substrate. S&ME is not a licensed roofing contractor and will not patch the sample locations, nor will we be responsible for potential leaks that may occur as a part of our sampling. The Client is responsible for patching sample locations or having sample locations patched. S&ME is not responsible for leaks or damage caused as a result of sampling.

Safe Access. S&ME will sample representative suspected asbestos roofing materials that can be safely accessed. Unless included as part of this proposal, the following site conditions may require a Change Order to this proposal for use of an aerial lift or installation of an acceptable anchorage designed for personal fall protection:



Proposal for Pre-Demolition Asbestos and Limited Lead Paint Assessment
Former McBrien Elementary School
Chattanooga, Tennessee 37412
S&ME Proposal No. 23810388

- Sampling materials near unguarded roof edges or openings;
- Sampling roofs higher than 13 feet without designated access, e.g. fixed ladders, fixed stairs, or
- Sampling materials on fragile, brittle, or structurally unsafe roofs.

Task II – Limited Paint Sampling

S&ME will collect up to **25** paint chip samples from representative painted surfaces that are observed to be flaking/peeling at the project site. Paint samples will be approximately one gram, in order to assure a detection limit below 0.01%. The samples will be collected by color, and will be analyzed for total lead. It is important to note that, unlike asbestos, the EPA and OSHA do not publish a concentration that is considered “lead based paint” for commercial purposes.

The results of the limited lead paint assessment will be incorporated into the Pre-Demolition Asbestos and Limited Lead Paint Assessment report. The report will include a summary of our sampling methodologies and locations of lead paint, if identified.

◆ Client Responsibilities

To properly perform the proposed Basic Services, the Client must provide the following:

- Signed Agreement for Services (attached Form AS-071);
- Electronic floor plan drawings or figures, if available;
- Safe and timely access to all subject areas of the building during the assessment period;
- Information relative to any previous asbestos sampling data; and
- Name and contact information for the site representative to schedule our field services, and the on-site escort, if required.

◆ Limitations

Destructive testing will be performed on building materials and finishes (including knocking holes in walls and floors in attempt to access multiple layers of materials, pipe chases, etc.), however S&ME will not repair sample locations. Regardless of the thoroughness of a NESHAP assessment, ACMs that are not visible and readily accessible may not be included in this assessment. Any suspect ACM uncovered during renovation or demolition activities should be immediately sampled and analyzed for the presence of asbestos prior to disturbance.

Although PLM is the specified method for analysis of bulk material samples for asbestos by EPA, there have been reports that this method may not identify asbestos when fiber sizes are extremely small or if they are bound in a resinous material. EPA recommends analyzing such materials (floor tiles, mastics and asphaltic roofing) using Transmission Electron Microscopy (TEM) when PLM analysis does not detect asbestos in quantities greater than one percent. Current EPA regulations do not require this additional analysis and TEM analysis is not proposed as part of this assessment.

S&ME will make a reasonable attempt to access areas included in the referenced area at the time of the assessment. Areas that are locked or inaccessible at the time of the assessment will not be included in the



**Proposal for Pre-Demolition Asbestos and Limited Lead Paint Assessment
Former McBrien Elementary School**
Chattanooga, Tennessee 37412
S&ME Proposal No. 23810388

assessment and this limitation will be documented in our report. Additional mobilizations required to access locked or inaccessible areas will be performed upon request as a Change Order to this proposal.

This proposal is solely intended for the Basic Services as described in the Scope of Service. The Scope of Service may not be modified or amended, unless the changes are first agreed to by the Client and S&ME. Use of this proposal and resulting documents, including the final report, are limited to the referenced project and Client. No other use is authorized by S&ME. This service will be performed exercising the ordinary skill and competence of consulting professionals in relevant disciplines in this region.

◆ Exclusions

Without attempting to be a complete list or description of all services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded:

- Equipment that may contain asbestos but would require dismantling or other disassembly to access it unless such equipment is identified and disassembled by the Client;
- Repairs to sample locations;
- Services related to hazardous or potentially hazardous materials, other than those specifically identified in this proposal;
- Design services or consultation related to design services; and
- Abatement cost estimating or abatement related services.

These services are available upon request under a separate proposal.

◆ Fees

S&ME proposes to provide the services identified as Task I and II for a lump sum fee of **\$10,800** which includes collection and analysis of up to **200** suspect asbestos samples and **25** paint samples. If additional samples are approved by the Client, they will be billed at \$25 per additional sample layer. Point Count Analysis, if approved by the Client, will require an additional \$50 per sample analyzed via Point Count. If the Client chooses to further analyze materials by TEM, an additional cost of \$75 per sample will be incurred.

◆ Schedule

At the writing of this proposal, S&ME is available to begin within ten days following receipt of written authorization to proceed, and complete work onsite in one day. PLM test results will be provided approximately five work days following receipt of samples by the laboratory. If additional laboratory analysis is requested, a schedule for the testing will be provided upon authorization. The written report will be provided approximately 10 work days following receipt of the sample results.

Site conditions must allow for safe and reasonable access, including weather and site activities, conducive to performing the proposed scope, and S&ME cannot be responsible for delays caused by such.



◆ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

◆ Closing

S&ME appreciates this opportunity to provide these environmental services. If you have any questions concerning the proposal or if you would like to schedule this service, please contact us by telephone or electronic mail.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink, appearing to read 'W. Sharpton', written over a horizontal line.

William Sharpton
Associate Project Manager

A handwritten signature in black ink, appearing to read 'J. Bruce', written over a horizontal line.

James R. Bruce
Senior Reviewer

Attachment: Agreement for Services (AS-071)

Attachments

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:
CLIENT Accounts Payable contact phone number:
CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY**: Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES**: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE**: In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS**: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION**:
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY:** Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION:** In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of East Ridge _____

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER: 23810388 _____

Client's FAXED or DIGITAL signature to be treated as original signature

RESOLUTION NO. 3500

AGENDA MEMORANDUM

AMEND RESOLUTION NO. 3481

Laser Aiming Device Purchase

January 11, 2024

Submitted by:

Josh Creel, Assistant Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department received grant funding (VCIF Grant), and as part of the budgeted expenditures, we included Night Vision packages for the ERPD SWAT Team. The vendor, ADS, is a federal GSA contract holder for the devices, specifically the laser aiming modules. The East Ridge Police Department requests the purchase of ten (10) ATPIAL PEQ-15 Laser aiming modules as part of our night vision equipment in the amount of **\$19,409.90**. The expenditure will be reimbursed from the funds awarded and previously accepted by council under the Violent Crime Intervention Fund grant.

There was a significant price increase (\$3,502.60) on the units between my original quote and approval by council of Resolution No. 3481 (12-14-2023, Original Quote price \$15,907.30). This new quote still represents GSA pricing and is less than the market price. The new quote is also within budgeting for the items in the VCIF Grant formula.

The night vision devices, along with the associated equipment will increase the East Ridge Police Department's ability to respond to violent crime incidents and tactical situations. The devices will also be used by SWAT members in their daily duty assignments to obtain tactical advantage and surveillance.

The GSA Contract Number regarding the devices is 47QSMA19D08Q1.

Attachment: ADS Quote dated 12-20-2023

RESOLUTION NO. 3500

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
TO AMEND RESOLUTION NO. 3481 TO INCREASE THE
COST FOR THE PURCHASE OF TEN (10) LASER AIMING
MODULES FROM ADS THROUGH THE U.S. GENERAL
SERVICES ADMINISTRATION (“GSA”)**

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

WHEREAS, the City Council previously approved the purchase of ten (10) Laser Aiming Devices from ADS through the GSA for a cost of \$15,907.30; and

WHEREAS, since approval of the purchase, the cost of the ten (10) Laser Aiming Devices has increased by \$3,502.60 for a total cost of \$19,409.90.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that Resolution No. 3481 is hereby amended to approve the increase in price to \$19,409.90 for the purchase of ten (10) Laser Aiming Devices from ADS through the GSA, contract #47QSMA19D08Q1

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

Adopted this _____ day of _____ 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



**OUR PURPOSE.
YOUR MISSION.**

621 Lynnhaven Pkwy Ste 160
Virginia Beach, VA 23452
PHONE: (757) 481-7758 **FAX:** (757) 481-7758

CAGE: 1CAY9 **DUNS:** 027079776
UEI: GJMSFBCNMSK3
FEDERAL TAX ID: 54-1867268

QUOTE Q-422800	
QUOTE NUMBER	Q-422800
QUOTE DATE	12/20/2023
CONTRACT TYPE	GSA 47QSMA19D08Q1

BILL TO

NAME EAST RIDGE TN PD
ATTN: Josh Creel

ADDRESS 4214 Ringgold Road
East Ridge, TN 37412
US

SHIP TO

NAME EAST RIDGE TN PD
ATTN: Josh Creel

ADDRESS 4214 Ringgold Road
East Ridge, TN 37412
US

TERMS	DODAAC / TIN	INSIDE SALESREP	OUTSIDE SALESREP
30 NET		ALOMBRO, MICHAEL 757-416-7513 malombro@adsinc.com	HOUSE, VERTICAL - FEDERAL SLED OR 757 416 7513 sled@adsinc.com

MANUFACTURER PART NUMBER	ADS PART NUMBER	PART DESCRIPTION	QTY	COUNTRY OF ORIGIN	LEAD TIME (DAYS)	GSA REMARKS	UNIT PRICE	EXTENDED PRICE
ATP-000-A22	ATP-000-A22	ATPIAL ASSY STD LOW/PRO, BLACK	10	United States		GSA 47QSMA19D08Q1 S&L	\$1,940.99	\$19,409.90

SUBTOTAL:	\$19,409.90
TAX:	
FREIGHT:	
TOTAL:	\$19,409.90

Notes:

Compliance Statement for Shipment of Controlled Items

ITAR and EAR: These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

ECC: N/A

Returns and Exchanges

Returns and exchanges may be subject to restocking fees. Certain products are not eligible for returns or exchanges

Product availability, prices and delivery dates are based upon current information at the time of quote. All information is subject to reconfirmation upon finalization of order. Quotes with the DRAFT watermark are not official ADS quotes and are subject to change at any time.

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ADS's ability to provide the products listed herein is contingent on ADS's ability to obtain any and all required export/import licenses. If licenses are required, additional fees may be added to account for these regulatory obligations. If the recipient is not a US federal government entity, this quote is an offer to sell expressly conditioned on the buyer's acceptance of the standard Terms and Conditions of sale posted at www.adsinc.com/termsandconditions, unless agreed terms are expressly referenced elsewhere on this quote. All other terms and conditions are rejected.

AGENDA MEMORANDUM

January 25, 2024

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

SUBJECT:

I will be submitting a budget amendment at the January 25th meeting. This amendment will move the Animal Shelter project from the Capital Improvement Fund to the ARPA Fund since the funding will come from ARPA. Per rulings, the funds cannot be co-mingled with other funds, so going forward I cannot transfer funds from the ARPA fund to the Capital Improvement Fund, as we had been doing in the past to fund part of the Multi Modal project.

It was also include the purchase of 2 police vehicles to be paid for with SRO funds if approved at the January 11th meeting.

AGENDA MEMORANDUM

REZONE

12 Sheridan Rd

From R-1 Residential District to R-3 Residential Apartment District

Date: January 25, 2024

Submitted by:


Michael Howell, Chief Building Official

SUBJECT:

On January 3, 2024, Allen Jones with Stone Creek Consulting, on behalf of owner Finley Wright, petitioned the East Ridge Planning Commission to rezone the parcel found at 12 Sheridan Rd (Tax Map # 156E-A-005) from R-1 Residential District to R-3 Residential Apartment District.

The East Ridge Planning Commission approved the request to rezone the parcel and recommended to the City Council the rezone adhere to the East Ridge Landscape requirements.

AGENDA MEMORANDUM

Update Safety and Health Plan

January 25, 2024

Submitted by:

Randy L Albright

Randy Albright, Deputy Chief of the East Ridge Fire Department and City Safety Coordinator.

SUBJECT:

Seeking approval to establish an updated occupational safety and health plan. This plan is an update to the existing plan (Ordinance #1023 and Ordinance #746). Per TOSHA regulations this plan must be reviewed and updated at least every 7 years and whenever there are changes.

AGENDA MEMORANDUM
FEE WAIVER FOR AUTISM DAY

JANUARY 25, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Chattanooga Autism Center (CAC), a 501c3 non-profit, requests the use of the East Ridge Community Center from 11am – 2pm on March 30, 2024 to celebrate Autism Awareness Day. The Chattanooga Autism Center’s Annual Autism Day Celebration is a free event open to the public and will have sensory friendly activities and games. This event has been hosted at the East Ridge Community Center since 2018. It provides a fun and safe place for autistic kids and adults to be themselves and for the public to learn about autism inclusion and acceptance, as well as the CAC. Celeste Lipps is a representative for the CAC, and she is asking the City to waive the fees associated with renting the East Ridge Community Center. Staff recommends waiving the fees based on met qualifications for the Fee Waiver policy.

SS

AGENDA MEMORANDUM
East Ridge High & Middle School
January 25, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

East Ridge High School and Middle School, have requested use of Soccer, Baseball and Softball fields at Camp Jordan. They are asking the city to waive fees associated with renting fields at Camp Jordan. This would be for the Spring and Fall season of 2024.

Over the years the city has allowed them to use fields at no cost. Staff recommends approving East Ridge High School and Middle School usage of the fields as fields and times allow based on openings at Camp Jordan.

SS

AGENDA MEMORANDUM
CITY MANAGER CONTRACT

January 25, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

Pursuant to the terms of my Employment Agreement, Section 6, approved by the Mayor and City Council on January 26, 2023, the term of said agreement shall begin on January 26, 2023 and shall run for one (1) year thereafter and may be renewed and negotiated by and between the City and Miller.

I have thoroughly enjoyed the last year serving as the City Manager of the City of East Ridge. I have found the work both challenging and rewarding. I would like to continue as your City Manager for the next year.

JSM/