

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

**March 9, 2023
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Milestone Awards for February 2023
- C. Check Presentation from Lumberjack's Tree Service to East Ridge Animal Services
4. Approval of Minutes February 23, 2023 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **PUBLIC HEARING FOR ORDINANCE NO. 1182** – Rezoning of 918 S. Crest Road from R-1 Residential to R-2 Residential Duplex
 - B. **ORDINANCE NO. 1182** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 918 SOUTH CREST ROAD, TAX MAP #168N-H-001.01, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (1st reading)
 - C. **PUBLIC HEARING FOR ORDINANCE NO. 1183** – Rezoning of 1000 S. Crest Road from R-1 Residential to R-2 Residential Duplex
 - D. **ORDINANCE NO. 1183** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1000 SOUTH CREST ROAD, TAX MAP #168N-H-001, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (1st reading)

- E. **PUBLIC HEARING FOR RESOLUTION NO. 3364** - Use on Review for Child Care Facility on S. Terrace
- F. **RESOLUTION NO. 3364** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, PERMITTING CYNTHIA EVANS TO OPEN A CHILD CARE FACILITY AT 4308 SOUTH TERRACE, LOCATED WITHIN A R-1 RESIDENTIAL DISTRICT, IN ACCORDANCE WITH CITY CODE, ARTICLE V, SECTION 201 TITLED USES PERMITTED ON REVIEW
- G. **RESOLUTION NO. 3365** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO ALLOW THE CITY MANAGER TO ADVERTISE FOR BIDS FOR A NEW ROOF FOR THE COURT/COUNCIL PORTION OF CITY HALL
- H. **RESOLUTION NO. 3366** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) CHEVROLET SILVERADO TRUCK FROM CARMAX FOR THE ANIMAL SERVICES DEPARTMENT
- I. **RESOLUTION NO. 3367** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2023 FORD F-150 TRUCK FOR THE EAST RIDGE FIRE RESCUE DEPARTMENT FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-75347, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)
- J. **RESOLUTION NO. 3368** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR THE CONSTRUCTION AND INSTALLATION OF A MAINTENANCE GARAGE AT CAMP JORDAN PARK
- K. **RESOLUTION NO. 3369** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH MBI COMPANIES, INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF A NEW ANIMAL SHELTER
- L. **RESOLUTION NO. 3370** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH ASA ENGINEERING AND CONSULTING, INC. FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF A NEW ANIMAL SHELTER
- M. Discussion of Tentative Agenda Items for the **March 23, 2023** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
March 23, 2023**

8. Old Business: None

- A. **ORDINANCE NO. 1182** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 918 SOUTH CREST ROAD, TAX MAP #168N-H-001.01, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd and final reading)
- B. **ORDINANCE NO. 1183** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1000 SOUTH CREST ROAD, TAX MAP #168N-H-001, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd and final reading)

9. New Business:

- A. **RESOLUTION NO. ____** - Waive fees for East Ridge Needy Child Fund Toy/Car Show on October 14, 2023
- B. **RESOLUTION NO. ____** - Approval of bids for splash pad coating
- C. **RESOLUTION NO. ____** – Approval to rescind Resolution No. 3357 and approve a Revised Agreement with Academy Sports + Outdoors
- D. **RESOLUTION NO. ____** - Approving an appropriation for \$_____ for the rough resurfacing of N. Smith Street and Floyd Drive by Talley Construction.

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

**February 23, 2023
6:00 pm**

The East Ridge City Council met pursuant to notice on February 23, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Jeff Baden, Hamilton Life Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

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

Attendance: 19

Oath of Honor: Mayor Williams administered the Oath of Office to Officer Ackermann, Officer Resendiz, and Officer Wilson who all recently graduated from the Police Academy.

Approval of Minutes February 9, 2023 Council Meeting – Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Tyler, Councilmember Witt, and Vice Mayor Haynes had nothing at this time.

Councilmember Cagle asked for prayer for a former employee Ray Hudgins who is in the hospital.

Mayor Williams discussed the following:

- The Mayor stated that Ms. Della McDonald passed away, just a few days after he presented her with a proclamation at the February 9th Council meeting for the occasion of her 106th birthday. He asked that everyone keep the family in their prayers.
- Library
 - Feb 28 and all Tuesdays in March is Storytime beginning at 10:30 am.
 - April 29 - Happy 50th anniversary celebration - It will be a carnival-type event with face painting, petting zoo, food, etc.
- Parks and Recreation
 - Spring sports registration for baseball, softball, t-ball, soccer, and adult softball will be ending soon. Late fees will apply for late sign-ups.
 - February 25 - Free clinic camp at D-bat.
 - April 28 – East Ridge Parks and Rec night at D-bat

- April 29th – East Ridge Parks and Rec night at the Red Wolves game
- June 13 – Softball night at the Lookouts game
- March 4th – Celebration for National Women’s Month at the Community Center – 12:00 pm – 4:00 pm

Communication from City Manager:

- Leaf Collection - Crews have completed the second round on the south side of Ringgold Road. The second round on the north side is at Spring Creek. If you need collection after that, call City Hall and leave your address for pick up.
- Multi-modal project on Ringgold Road - On February 27th, Chattanooga Gas will be closing the westbound outside lane from Belvoir to Weldon to replace lines. The eastbound lane, closed for the sidewalk project, should be opened by mid-March. Once that is complete, we will close the westbound outside lane from McBrien to Weldon for the multi-modal project. Hopefully the entire multi-modal project will be completed by October or November 2023. We are putting progress reports on website. The Mayor asked for everyone’s patience because these are much needed updates for gas and other infrastructure.

Old Business: None

New Business:

RESOLUTION NO. 3362 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH KELLEY X-RAY CO., RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO – City Attorney Litchford read on caption. Mr. Litchford stated this was approved by the Industrial Development Board the previous week. He stated Mr. Kelley invested approximately \$855,000 and overall Border Region revenue is anticipated to be \$2.4 million. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3362. The vote was unanimous. Motion approved.

RESOLUTION NO. 3363 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE CITY OF EAST RIDGE TO RETURN FUNDS FROM THE SAFE ROUTES TO SCHOOLS GRANT TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION – City Attorney Litchford read on caption. Development Administrator McAllister stated the scope of the work for this grant was reduced so we are seeking approval to return the grant. We would have to reimburse TDOT \$15,860.61 for consulting services that the City had already paid and been reimbursed for by TDOT. City Manager Miller stated the original project consisted of sidewalks on the west side of Belvoir Avenue and up three streets, but this was scaled back. A sidewalk from John Ross at the school to Ringgold Road was never part of the project, but would now cost around \$250,000. Since the project was scaled back, the only portion left would be a sidewalk from the school to the edge of John Ross Road, which is not practical. Vice Mayor Haynes made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3363. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the **March 9, 2023** Council Meeting

- Milestone Awards for February 2023
- **Old Business:** None
- **New Business:**
 - **ORDINANCE NO. ____ - Rezone 918 and 1000 S. Crest from R-1 Residential to R-2 Residential Duplex (1st reading)** – Mayor Williams stated when these items came before the East Ridge Planning commission, 918 S. Crest was approved but 1000 S. Crest was not. For that reason, the Mayor stated he would like to separate these into two ordinances. Chief Building Official Howell stated 918 S. Crest has an existing duplex on the property which is legal non-conforming. The property at 1000 S. Crest is two vacant lots, so two duplexes could be built, even though the owner stated he has no plans to build on the property.
 - **RESOLUTION NO. ____ - Approval to rescind Resolution No. 3357 and Approve Revised Agreement with Academy + Outdoors** – Director Skiles stated Council approved an agreement on February 9th, but since that time, the agreement has been revised. Resolution No. 3357 will need to be rescinded and a new resolution and agreement approved.
 - **RESOLUTION NO. ____ - Use on Review for Child Care Facility at 4308 S. Terrace** – Chief Building Official Howell stated child care is a permitted use, but with eight or more children a use on review is required.
 - **RESOLUTION NO. ____ - Bids for Maintenance Garage at Camp Jordan (bid opening February 22, 2023)** – Director Skiles stated a recommendation will be presented at the March 9th council meeting.
 - **RESOLUTION NO. ____ - RFQ for Animal Shelter** – City Manager Miller stated the City received three proposals from Franklin Associates Architects, Allen and Hoshall, and MBI Companies, Inc. A committee consisting of the Police Chief, Deputy Police Chief, Animal Control Supervisor, a city resident and the City Manager reviewed the proposals. They are recommending MBI.
 - **RESOLUTION NO. ____ - Bids for Replacement Roof for Municipal Court** – Mr. Miller stated we have roof leaks over the court offices and holding cells. In 2002, we had a complete roof installed by JDH Inc., with a 10-year warranty, which was used one time. When we remodeled City Hall in 2021, a change order was done with Integrated Properties to replace the roof around the skylight area. Cost was approximately \$53,000. We need to reroof this quadrant of City Hall, which includes Council chambers, court offices, and the holding cells. He would like to use funds from the Capital Projects Fund.

Being no further business, the meeting was adjourned.

**ORDINANCE NO. 1182 &
ORDINANCE NO.1183**

AGENDA MEMORANDUM

REZONE

918 and 1000 S. Crest Road

March 9, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

**Rezone the following properties: 918 South Crest Rd (Tax Map # 168N H 001.01)
1000 South Crest Rd (Tax Map # 168N H 001)**

On February 7th, 2023, Trevor Jack petitioned the East Ridge Planning Commission to rezone the properties located at 918 and 1000 South Crest Rd from R-1 Residential to R-2 Residential-Duplex District. The East Ridge Planning Commission approved the request to rezone the existing duplex at 918 South Crest and denied the request to rezone the 1000 South Crest parcel.

Mr. Jack has requested both cases be moved forward to the city council for review.

ORDINANCE NO. 1182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 918 SOUTH CREST ROAD, TAX MAP #168N-H-001.01, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT

WHEREAS, Trevor Jack petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 918 South Crest Road, Tax Map #168N-H-001.01, from R-1 Residential District to R-2 Residential Duplex District. The property is more particularly described as follows:

Lot 2, G. P. Close Subdivision of Lot A, Cherokee Hills, as shown in Deed Book 879, Page 441, ROHC, and being the property described in Deed Book 13132, Page 911, ROHC. Tax Map 168N-H-001.01

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on February 6, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on February 6, 2023; and

WHEREAS, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that he will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

WHEREAS, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

WHEREAS, the East Ridge City Council held a public hearing on February 23, 2023 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 918 South Crest Road, Tax Map #168N-H-001.01, from R-1 Residential District to R-2 Residential Duplex District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

Date: December 6, 2022

To: Chattanooga-Hamilton County Regional Planning Agency
Address: 1250 Market Street Suite 2000 Chattanooga, TN 37402
From: Trevor Jack as Agent on behalf of Kevin Berardini
Subject: Zoning Application Written Narrative

Chattanooga-Hamilton County Regional Planning Agency,

We are proposing a zoning change from R-1 to R-2 for 918 S. Crest with the tax map number of 168N_H_001.01 and 1000 S. Crest with the tax map number of 168N_H_001 in Chattanooga, TN 67404. With 918 S. Crest at 0.22 AC and 1000 S. Crest at 0.45 AC both combine to 0.67 AC.

The existing zoning is R-1 but there is already a built duplex on the property. Further, R-2 zoning borders both our parcels across W. Crest Rd. There are large sections of the neighborhood with similar sized parcels zoned as R-2 as seen on the maps on the following page.

We do not have current plans to redevelop 1000 S. Crest. However, if approved and if we make that decision in the future, we would look to build a duplex as allowed by zoning right.

In summary, a zoning change from R-1 to R-2 would confirm the existing structure on premises, match the zoning across the street and allow for the potential of more housing units in the future. Up-zoning to allow for more future dwelling units can help with affordability and infill housing is less of a strain on public utilities.

We thank you for your consideration.

Kind Regards,



Trevor Jack



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2023-0021		Date Submitted: 12/15/2022	
Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed			
1 Applicant Request			
Rezone From: R-1		Rezone To: R-2	Total acres in request area: 0.67
2 Property Information			
Property Address: 918 & 1000 S Crest Rd		Property Tax Map Number: 168N-H-001 & 001.01	
3 Proposed Development			
Reason for request/Project description:	To match what is built on the property (a duplex) and zoning across W Crest Rd		
4 Site Characteristics			
Current Use:	Duplex		
Adjacent Uses:	Single and Multi-Family		
5 Applicant Information			
Name: Trevor Jack			
Address (street, city, state, zip): 4039 Bunker Lane, Wilmett, IL 60091			
Phone: 224-234-7598		Email: trevor.jack@ymail.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.			
6 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: Kevin Berardini			
Address (street, city, state, zip): 505 Church St, #308, Nashville, TN 37218			
Phone: 847-508-8610		Email: kberardini@gmail.com	
7 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input type="checkbox"/> Cash	<input type="checkbox"/> Credit	<input checked="" type="checkbox"/> Check 1501
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8	City Council District: 0		
PC meeting date: February 13, 2022	Application processed by: Jennifer Ware		
Staff Recommendation :	PC Action/Date:	Legislative Action/Date/Ordinance:	

Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2023-0021

APPLICANT: Trevor Jack

PROPERTY OWNER: Kevin Berardini

PROPERTY ADDRESS: 918 & 1000 S. Crest Road

TAX MAP PARCEL ID: 168N-H-001 & -001.01

JURISDICTION: East Ridge

SIZE OF PROPERTY: 0.67 acres

REQUEST: Rezone from R-1 to R-2

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-2 Residential Duplex District to use an existing duplex at 918 S. Crest Road and build a duplex of 1000 S. Crest Road.

PROPERTY DESCRIPTION

EXISTING LAND USE Duplex and Vacant	SURROUNDING LAND USES <u>North:</u> Single-Family Residential <u>East:</u> Single-Family Residential <u>South:</u> Georgia <u>West:</u> Triplex/Single-Family Residential	ACCESS S. Crest Road
TRANSPORTATION S. Crest Road is a minor arterial	PROPOSED RESIDENTIAL DENSITY 5.97 du/ac	ADJACENT RESIDENTIAL DENSITY 5.3 du/ac
		NATURAL RESOURCES N/A

ZONING

ZONING HISTORY

- There is no recent zoning history for the site.
- Case 2003-0142, a request to rezone a site on Tanaka Drive from R-2 to R-3MD. The request was denied.

ZONE DISTRICT COMPATIBILITY

USE
Single-Family Residential
Two-Family Residential
Institutional

CURRENT R-1 ZONE

☒
☐
☐

PROPOSED R-2 ZONE

☒
☒
☒

DEVELOPMENT STANDARDS

Lot Size
Setbacks

CURRENT R-1 ZONE

10,000 sf
Front: 25'
Side: 10'
Rear: 25'

PROPOSED R-2 ZONE

10,000 sf
Front: 25'
Side: 10'
Rear: 25'

Building Height

2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines

2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

☐ Yes ☐ No ☒ See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The surrounding land uses is a mix of single-family, duplex, and triplex residential uses. The proposed R-2 District would allow single-family residential and duplex uses.

☐ Yes ☐ No ☒ See Comments

COMPATABILITY WITH DEVELOPMENT FORM

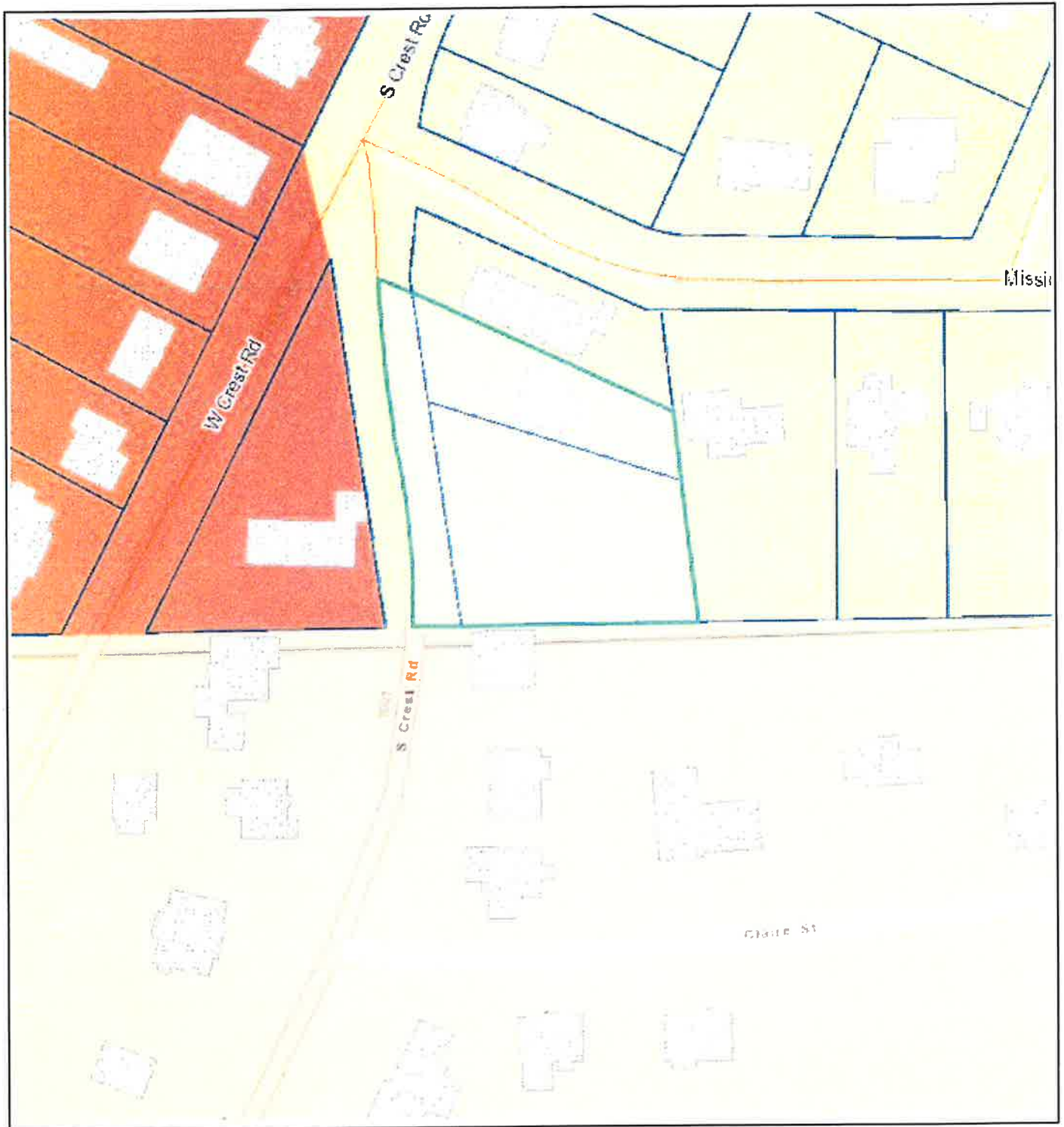
The surrounding development form is one to two-story residential structures with on-site parking on smaller, suburban lots. There is a mix of two and multi-family structures in the area.

☐ Yes ☒ No ☐ See Comments

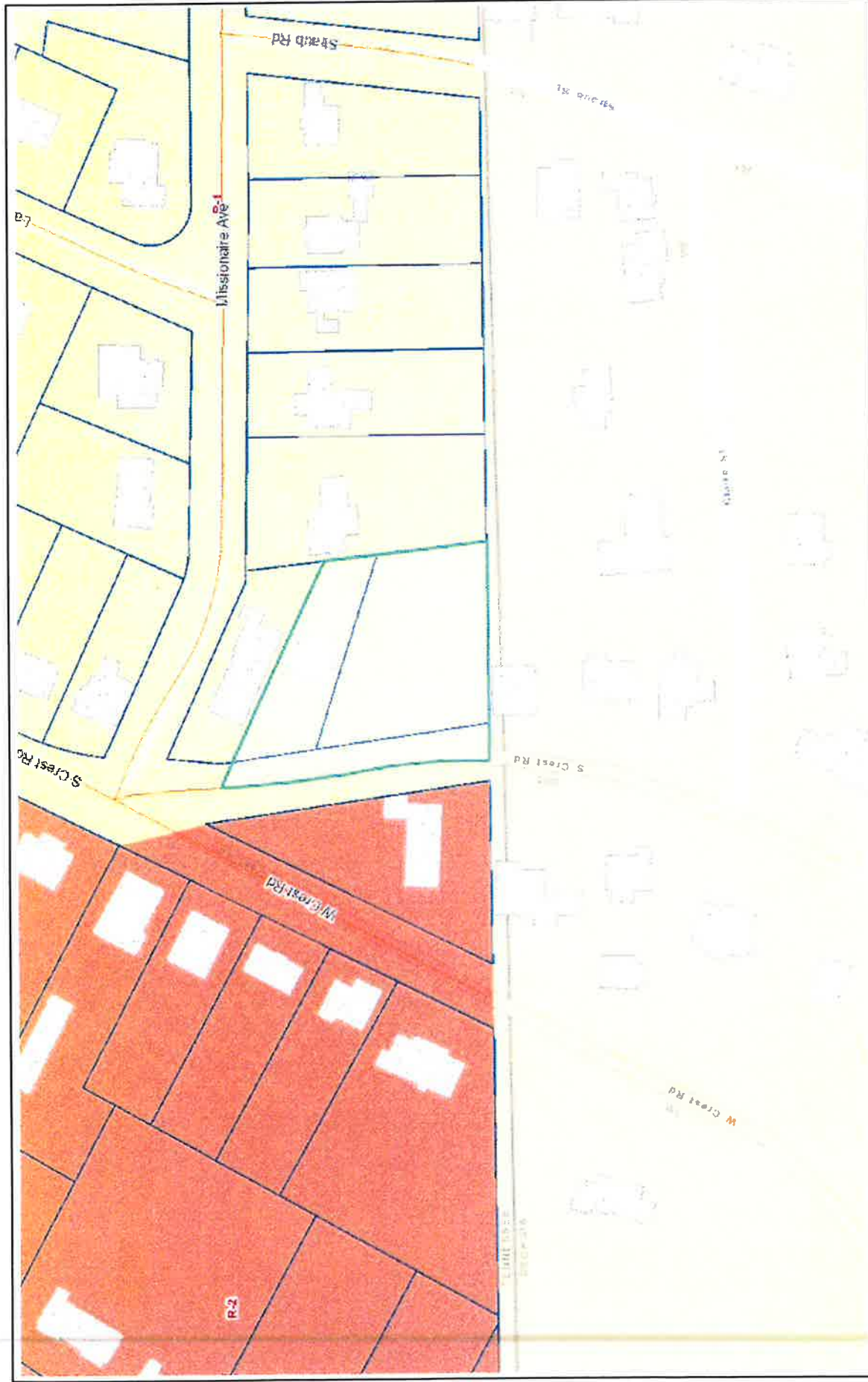
CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

The proposed rezoning to R-2 Residential Duplex District would not introduce concerns related to location, lighting or height.

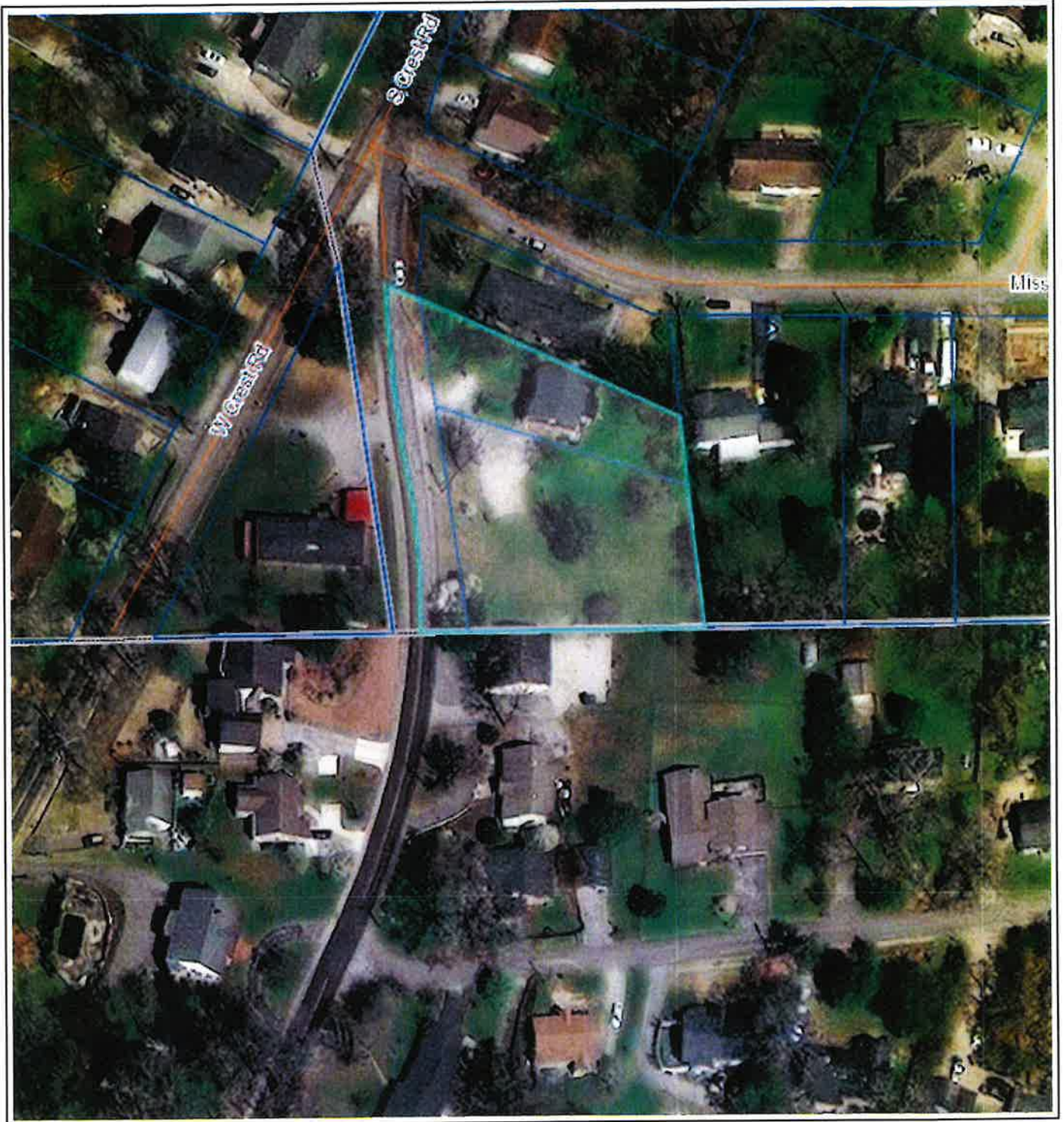
2023-0021 Rezoning from R-1 to R-2



2023-0021 Rezoning from R-1 to R-2



2023-0021 Rezoning from R-1 to R-2

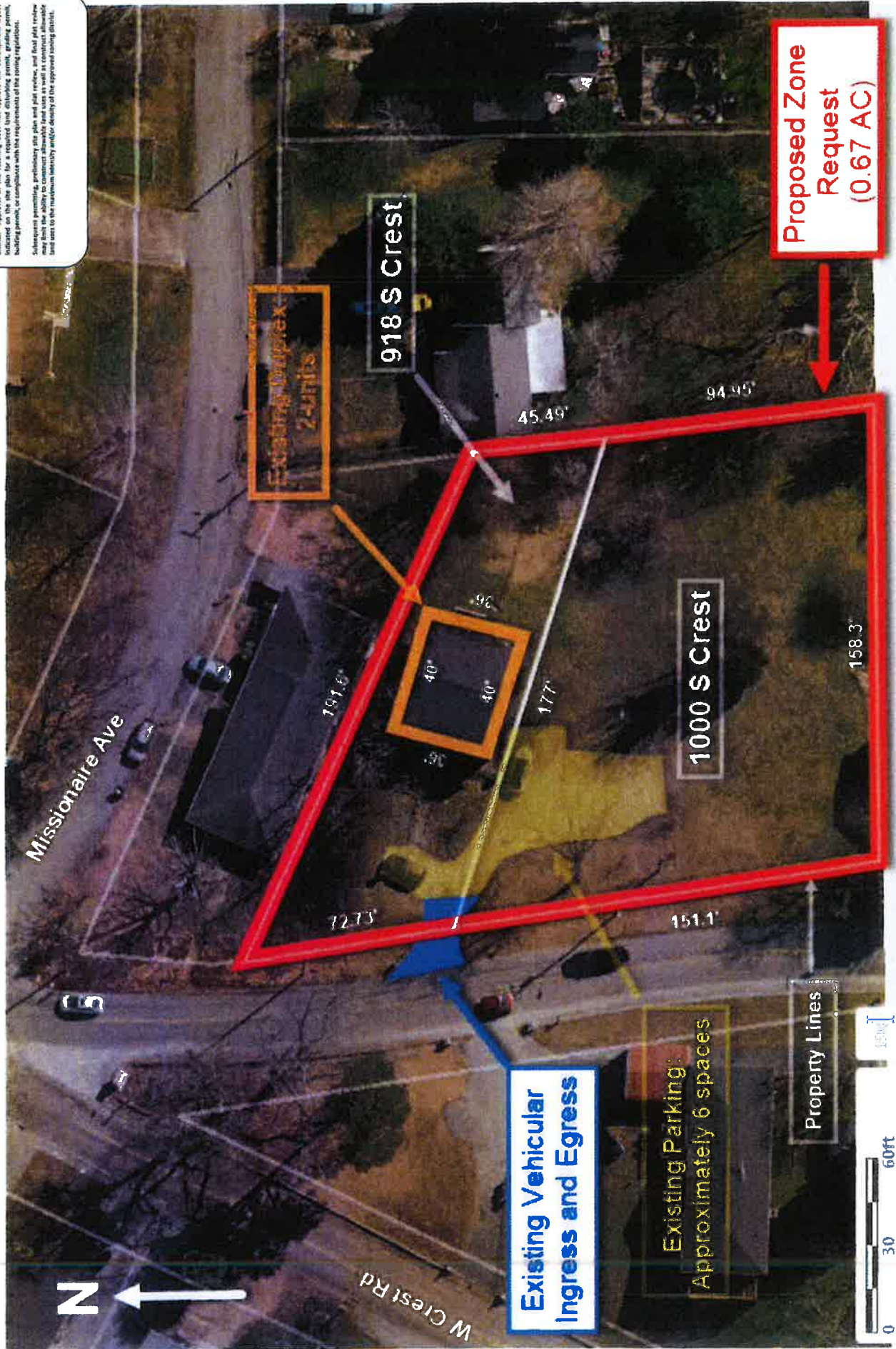


2023-0021 Rezoning from R-1 to R-2



Site Plan:

DISCLAIMER
The plans submitted as part of rezoning application are for informational purposes only. The rezoning application does not constitute a guarantee, warranty, or representation of any kind. The rezoning application is subject to the final decision of the planning commission. The rezoning application does not constitute a guarantee, warranty, or representation of any kind. The rezoning application is subject to the final decision of the planning commission. The rezoning application does not constitute a guarantee, warranty, or representation of any kind. The rezoning application is subject to the final decision of the planning commission.





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width = 4 cm 6 cm 7.5 cm 10 cm

Modeling	MC-CTP	1.74 days	1.22
MLSD sec	630.46	Exp. 0	630.46

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See [Spartan Moulder](#) for more info

ORDINANCE NO. 1183

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1000 SOUTH CREST ROAD, TAX MAP #168N-H-001, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT

WHEREAS, Trevor Jack petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 1000 South Crest Road, Tax Map #168N-H-001, from R-1 Residential District to R-2 Residential Duplex District. The property is more particularly described as follows:

Lots 3 and 4, G. P. Close Subdivision of Lot A, Cherokee Hills, as shown in Deed Book 879, Page 441, ROHC, being the property described in Deed Book 13133, Page 5, ROHC. Tax Map 168N-H-001

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on February 6, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended denial of the rezoning petition on February 6, 2023; and

WHEREAS, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that he will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

WHEREAS, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

WHEREAS, the East Ridge City Council held a public hearing on February 23, 2023 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1000 South Crest Road, Tax Map #168N-H-001, from R-1 Residential District to R-2 Residential Duplex District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3364

AGENDA MEMORANDUM

USE PERMITTED ON REVIEW

(CHILD CARE CENTER)

March 9, 2023

Submitted by:

A handwritten signature in blue ink, appearing to read "Michael Howell", is written over a horizontal line.

Michael Howell, Chief Building Official

SUBJECT:

Cynthia Evans has requested approval from the East Ridge city council to operate a childcare center at 4308 South Terrace, located within the R-1 Residential District. This district allows childcare centers as defined in ARTICLE II of the East Ridge Municipal Zoning Ordinance.

"A place operated by a person, society, agency, corporation, institution or other group wherein are received for pay (8) eight or more children under 17 years of age, for less than 24 hours per day without transfer of custody."

The R-1 Residential District allows childcare centers to be permitted only after being reviewed and approved by East Ridge City Council as a Use on Review.

RESOLUTION NO. 3364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, PERMITTING CYNTHIA EVANS TO OPEN A CHILD CARE FACILITY AT 4308 SOUTH TERRACE, LOCATED WITHIN A R-1 RESIDENTIAL DISTRICT, IN ACCORDANCE WITH CITY CODE, ARTICLE V, SECTION 201 TITLED USES PERMITTED ON REVIEW

WHEREAS, Cynthia Evans, has petitioned the City Council of the City of East Ridge, pursuant to, and in conformity with the Zoning Ordinance and Regulations of the City of East Ridge for a conditional use permit with regard to a tract of land located at 4308 South Terrace, located in a R-1 Residential District, in order to open a child care facility; and

WHEREAS, the applicant has properly advertised said request for a permit in a paper of general circulation in the City of East Ridge, and the City Council has conducted a public hearing on March 9, 2023 with respect to the proposed use in conformity with applicable law; and

WHEREAS, the City Council has determined that such use is appropriate and desirable; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:

Section 1. The City Council finds that the proposed use of the tract of land as a child care facility at 4308 South Terrace is consistent with the plans and policies of the City. The proposed use is also in harmony with the general purpose and intent of the City's zoning ordinance and regulations. The proposed use is compatible with the character of the neighborhood and will not significantly injure the value of adjacent property by noise, lights, fumes, odors, vibrations, traffic congestion or other impacts. The proposed use will not detract from the immediate environment and poses no potential hazard for further uses in the immediate vicinity.

Section 2. This passage of this Resolution is subject to the following conditions:

- (a) Cynthia Evans shall comply with all applicable provisions of the City's Zoning Ordinance and Regulations, including any local, state, and federal requirements.

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

Adopted on the _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

Hamilton County Mapping - GISMO 5

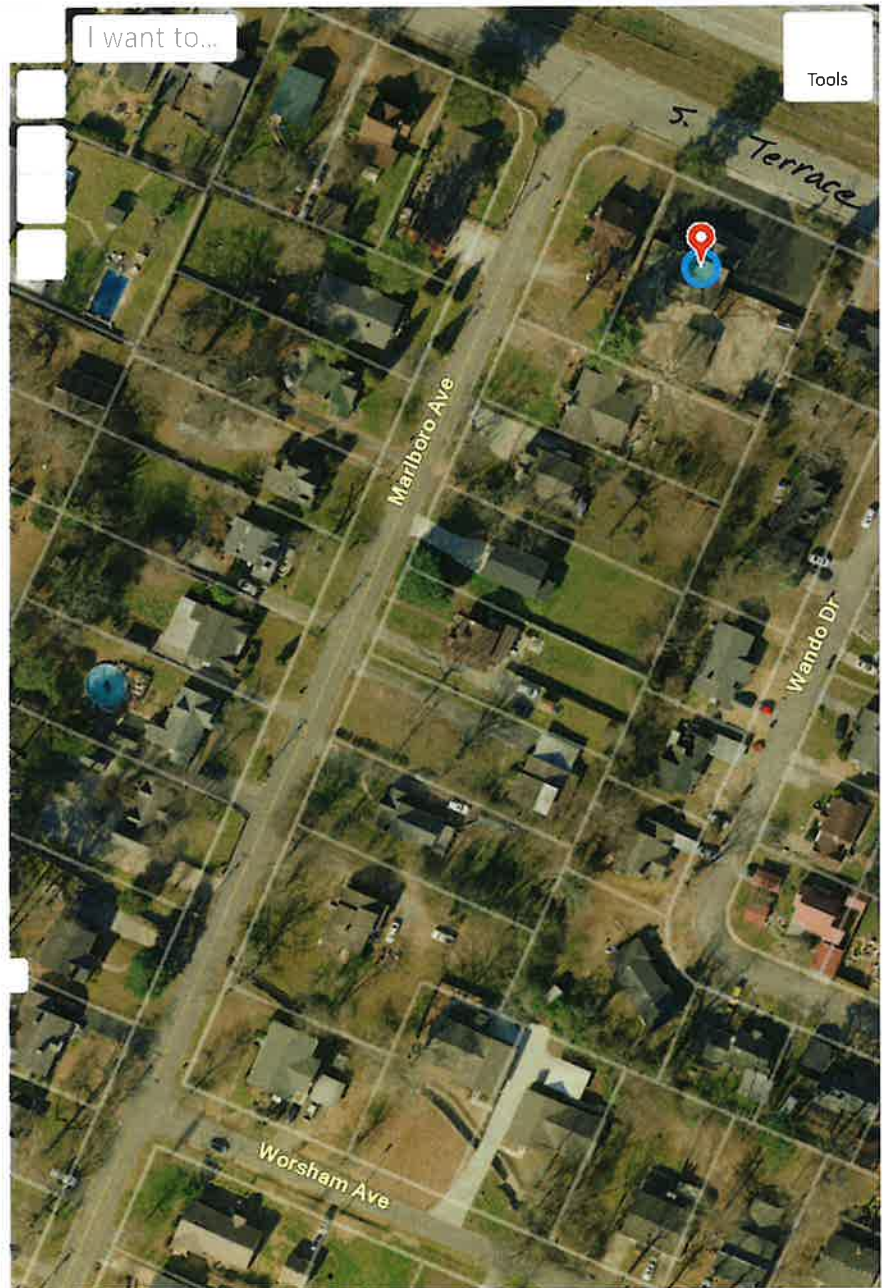
4308 S Terrace dr

4308 S TERRACE

Details

address
4308 S TERRACE

score
87.64



RESOLUTION NO. 3365

**AGENDA MEMORANDUM
REPLACEMENT ROOF – MUNICIPAL COURT/OFFICES/COUNCIL CHAMBERS**

March 9, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The roof over the Municipal Court Offices/Holding Facility has developed leaks in the offices and the holding facility. The City's Building Maintenance Supervisor has checked the roof out on several occasions and has concluded that a new replacement roof is needed.

There are four (4) roof systems on the City Hall Complex and the one that needs to be replaced is the northeast roof system (over the Municipal Court, offices, detention facility, and the Council Chambers). Please see the attached aerial picture of the building for clarification. This particular roof system was entirely replaced in 2002.

The City has obtained a rough quote for the replacement roof in the amount of \$62,000. The City has an appropriation in the Capital Projects Fund (Upgrades to Buildings – Various Sites) that may be used for major emergency maintenance expenses during the year. The replacement roof would certainly qualify for the use of these funds. Therefore, I am requesting authorization from the City Council to bid out this project at this time.

Attachment

JSM/

RESOLUTION NO. 3365

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, TO ALLOW THE
CITY MANAGER TO ADVERTISE FOR BIDS FOR A
NEW ROOF FOR THE NORTHEAST ROOF SYSTEM
OF CITY HALL**

WHEREAS, the roof on City Hall was last replaced in 2002; and

WHEREAS, recently there have been roof leaks in the Court offices and holding facility, which if left unattended, could cause significant damage; and

WHEREAS, since this is not a budgeted item, the City Manager is asking permission to advertise for bids for a new roof for the northeast roof system at City Hall which includes the municipal court offices, detention facility, and the Council chambers.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE**, that the City Manager will be allowed to advertise for bids for the roof replacement of the northeast roof system of City Hall.

BE IT FURTHER RESOLVED that the cost for replacement of the roof will come from the Capital Projects Fund.

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

Adopted this _____ day of _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

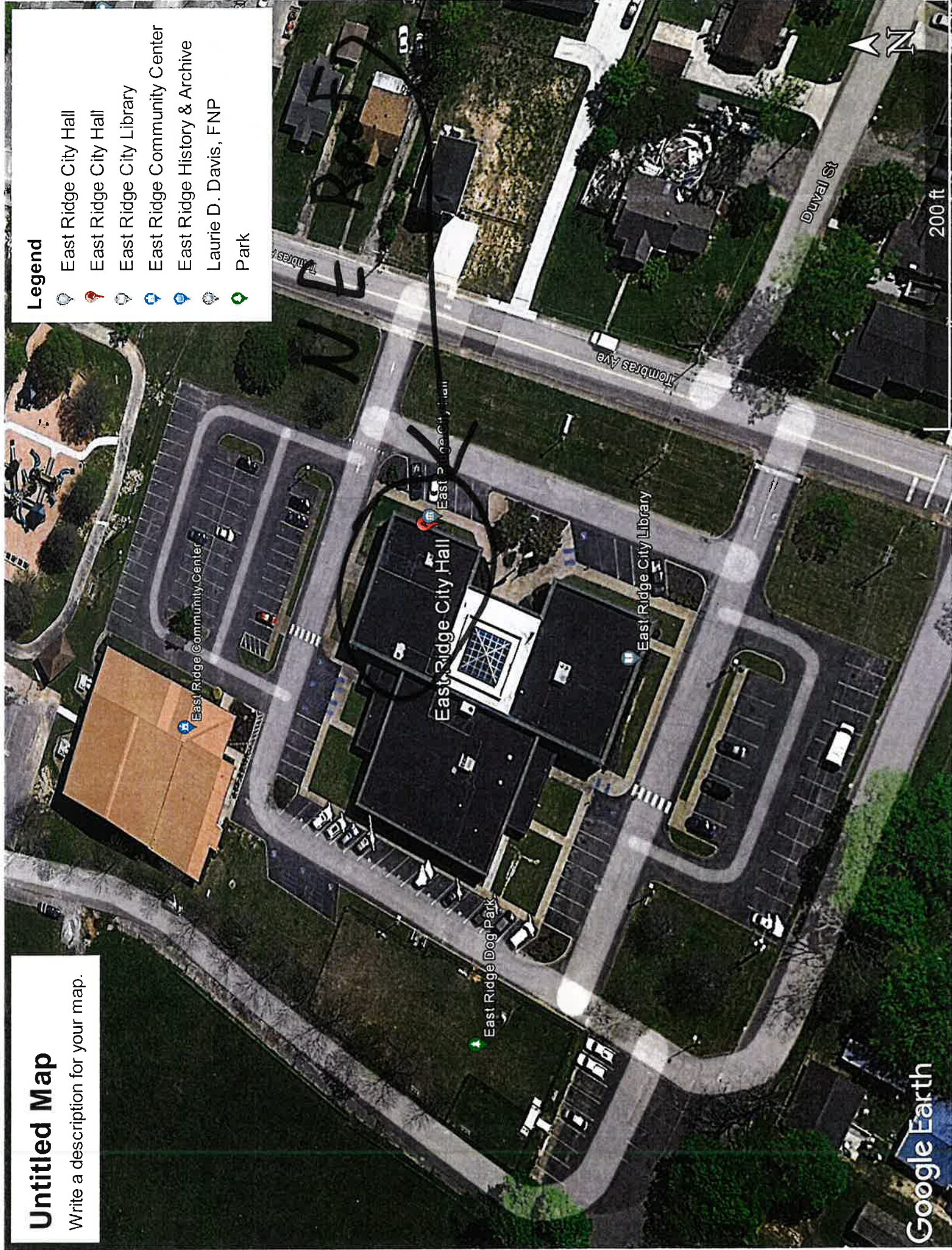
Mark W. Litchford, City Attorney

Untitled Map

Write a description for your map.

Legend

- East Ridge City Hall
- East Ridge City Hall
- East Ridge City Library
- East Ridge Community Center
- East Ridge History & Archive
- Laurie D. Davis, FNP
- Park



RESOLUTION NO. 3366

AGENDA MEMORANDUM

Purchase of a used 2021 Chevy Silverado

Work Truck for Animal Services

3/09/2023

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

Animal Services budgeted to purchase a new vehicle in this budget year. A suitable new vehicle cannot be located. This used 2021 Chevrolet work truck was located at CarMax with 17,000 miles and would serve well in the assignment. It will come with the existing manufacturer's warranty and has a listed price of \$29,998.



RESOLUTION NO. 3366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) CHEVROLET SILVERADO TRUCK FROM CARMAX FOR THE ANIMAL SERVICES DEPARTMENT

WHEREAS, the City of East Ridge budgeted for one (1) new vehicle, to be used in the day-to-day operations of the Animal Services Department; and

WHEREAS, after an extensive search for a vehicle that would suit the needs of the Animal Services Department, a new vehicle cannot be located; and

WHEREAS, a 2021 Chevrolet Silverado truck has been located at CarMax with an odometer reading of 17,000 miles that will suit the needs of the department; and

WHEREAS, the cost of the vehicle is \$29,998.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to purchase and execute all documents necessary to purchase one (1) Chevrolet Silverado truck to be used in the day-to-day operations of the Animal Services Department in the amount of \$29,998.

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

Adopted this _____ day of _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3367

AGENDA MEMORANDUM

Purchase of Budgeted Vehicle

March 9, 2023

Submitted By:



Mike Williams, Fire Chief

Subject:

Mayor and Councilmembers,

The Fire Department budgeted for a pick-up truck in the current budget. We have been told that the truck was not available at the current time due to the demand. We continued to search for the best price and options. We have located a 2023 Ford F-150 at Lonnie Cobb Ford. This pick-up is currently available and on their lot. It is under the Statewide Contract # 209 and contract # 75347.

The Fire Department budgeted \$ 65,000.00 and this price for this truck is \$45,150.00, this will allow for needed accessories such as lights, logos, bed cover, and pull out tray for command equipment.

I am asking that the Mayor and Councilmembers accept this Statewide contract from Lonnie Cobb in the amount of \$ 45,150.00 for this Ford Pick-up truck.

RESOLUTION NO. 3367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2023 FORD F-150 TRUCK FOR THE EAST RIDGE FIRE RESCUE DEPARTMENT FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209-75347, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, the City of East Ridge Fire Rescue Department is in need of one (1) F-150 truck to use in their day-to-day operations; and

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

WHEREAS, the total cost for a 2023 Ford F-150 truck from Lonnie Cobb Ford on the Tennessee Statewide Vehicle Contract is \$45,150.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase, one (1) 2023 Ford F-150 Truck from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209-75347, pursuant to TCA 12-3-1201(b), at a cost of \$45,150.00.

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

Adopted this _____ day of _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3368

**AGENDA MEMORANDUM
CAMP JORDAN MAINTENANCE GARAGE**

March 2, 2023

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department accepted sealed bids from experienced contractors to build a Maintenance Garage, located at Camp Jordan Park in the City of East Ridge. The design build specifications were sent out to 3 companies that we met with to seek price quotes for the project and information.

Bids were opened on February 22, 2023 with bids received from the following:

Smith Brothers Buildings	\$33,745.00
Kane Industries LLC	\$113,922.00

East Ridge Parks and Rec recommends we move forward with the bid received from Smith Brothers Buildings in the amount of \$33,745.00. At this time, they have a 2-week window for starting new projects.

SS

RESOLUTION NO. 3368

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR
THE CONSTRUCTION AND INSTALLATION OF A
MAINTENANCE GARAGE AT CAMP JORDAN PARK**

WHEREAS, on February 6, 2023, the City of East Ridge advertised for the construction and installation of a maintenance garage for Camp Jordan Park; and

WHEREAS, sealed bids were opened and publicly read on February 22, 2023, beginning at 2:00 p.m. at East Ridge City Hall; and,

WHEREAS, City staff has maintained a file of the bids which were submitted; and

WHEREAS, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for the maintenance garage at Camp Jordan Park be awarded to Smith Brothers Buildings in the amount of \$33,745.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for the maintenance garage at Camp Jordan Park be awarded to Smith Brothers Buildings in the amount of \$33,745.00.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and Smith Brothers Buildings, subject to approval of the City Attorney, in the amount stated herein.

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

Adopted this _____ day of _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

**RESOLUTION NO. 3369 &
RESOLUTION NO. 3370**

**AGENDA MEMORANDUM
ARCHITECTURAL AGREEMENT – ANIMAL SHELTER/OFFICES**

March 9, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City received three (3) proposals for architectural services for the design, drafting of the specifications and bid documents, and construction management for the Animal Shelter and Offices. They are:

- The Franklin Architects
- Allen & Hoshall
- MBI

The Selection Committee heard presentation from the three (3) firms and chose MBI as their top choice. The next step in the process was to work out a scope of services and negotiate an architectural agreement for their services.

City Staff (Police Chief Clint Uselton, Assistant Police Chief Josh Creel, Animal Control Supervisor Jennifer Massengale, and myself) met with representatives of MBI (Jerry Isaksen and Anne Butler) on February 21st to discuss the project needs and programming requirements (ie. site location, survey and soils testing, and building program). We are talking about a 4,500 square foot building that will be situated on the northern portion of the building site (0.87 acres) adjacent to Stone Street.

MBI forwarded a standard AIA Standard Form of Agreement for Architectural Services to me for review and critique for this project. City Attorney Mark Litchford and I reviewed the document and then held a conference call with Jerry Isaksen on March 2nd to hammer out a mutually agreeable agreement between the two parties. Said agreement calls for MBI to perform the schematic design phase, the design development phase, the construction document phase, the procurement phase and the construction phase for this building project. For these services MBI will be compensated 7% of the budget for the cost of the work (estimated at \$1.6 million). The civil engineering for the project will be performed by ASA Engineering; and these services include the survey, construction drawings (site improvements, grading, drainage and stormwater, utilities, site lighting and landscape architecture), construction permitting and construction management at a cost of \$34,500. Geotech services for this project will be performed by Geo Services at a cost of \$3,000.

Funds in the amount of \$300,000 for architectural services and civil engineering services and \$1 million for building construction and site development costs totaling \$1.3 million have been appropriated for this building project. The estimated costs for this project based on the service and construction costs noted in the aforementioned paragraph total \$1,750,000.

To move this project forward this office is presenting to you for your consideration for approval the following two documents:

- The AIA Agreement for Architectural Services between the City of East Ridge and MBI.
- The Professional Services Proposal for civil engineering services with ASA Engineering.

Both MBI and ASA Engineering stand ready to start work on this project immediately.

Attachments

JSM/

RESOLUTION NO. 3369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH MBI COMPANIES, INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF A NEW ANIMAL SHELTER

WHEREAS, on January 1, 2023, the City of East Ridge advertised a Request for Qualifications for professional architectural services for the construction of a new animal shelter; and

WHEREAS, proposals were received on February 1, 2023; and

WHEREAS, a selection committee met to review the proposals and recommend to the City Council a selection of an architectural firm; and

WHEREAS, the selection committee has determined that MBI Companies, Inc. is the most appropriate entity to provide architectural services for the construction of a new animal shelter and recommends to the Council approval of the same.

WHEREAS, MBI Companies, Inc. will be compensated 7% of the budget for the cost of the work, estimated at \$1.6 million.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the Mayor is authorized to enter into a professional services agreement with MBI Companies, Inc. to provide professional architectural services for the construction of a new animal shelter.

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

Adopted this the _____ of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of February in the year Two Thousand Twenty Three

(In words, indicate day, month and year.)

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

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

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

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

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

East Ridge Animal Shelter
5302 Stone St.
East Ridge, TN 37412

Comm No: 231013

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Architectural and engineering services for the design of a new animal shelter of approximately 4,500 s.f. The project is to include administrative, public, and support spaces for both dog and cat kennels. The project will include site development for the city owned property on Stone St. as identified in the RFQ (Exhibit A).

§ 1.1.2 The Project's physical characteristics:

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

The project is anticipated to be a single story, cmu building of approximately 4,500 s.f. and include areas as noted per Exhibit A.

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

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

Initial total project budget is estimated at \$1,600,000.

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

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User Notes:

(2034708274)

.1 Design phase milestone dates, if any:

Dependent on programming completion and approval
Schematic Design: Early April 2023
Design Development: Early May 2023
Construction Documents: Mid June 2023

.2 Construction commencement date:

Early August 2023

.3 Substantial Completion date or dates:

Mid-April 2024

.4 Other milestone dates:

Community meeting: Mid-April 2023

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No sustainable objectives identified

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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

.1 Geotechnical Engineer:

GEOServices, LLC
6607 Mountain View Road
Suite 139
Ooltewah, TN 37363

Soils testing information to be provided

.2 Civil Engineer:

ASA Engineering & Consulting, Inc.
714 Cherry Street
Chattanooga, TN 37402

.3 Other, if any:

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

Environmental Engineering: TBD
Construction & Material Testing Engineering - TBD

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

Jerry A. Isaksen
MBI Companies Inc
651 E. Fourth Street, Suite 500
Chattanooga, TN 37403

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

.2 Mechanical Engineer:

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

.3 Electrical Engineer:

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

§ 1.1.11.2 Consultants retained under Supplemental Services:

Init.

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User Notes:

(2034708274)

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1

§ 3.5.3.2

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

§ 3.5.3.3

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect

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

§ 4.1.2 Description of Supplemental Services

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

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

4.1.1.10: MBI will identify interior wall, floor & ceiling finishes as well as fixed casework included in base fee

4.1.1.15: MBI will provide PDF drawings with all final revisions

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

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

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

- 4.1.1.1: As identified in Exhibit A under "Scope of Work"
4.1.1.16: To be provided by select GC as part of Construction Contract
4.1.1.13, .18, .19, .21, &.28: By Owner as deemed appropriate for the project.

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

§ 4.2 Architect's Additional Services

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

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

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

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

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1

§ 8.3.1.1

§ 8.3.2

§ 8.3.3

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1

§ 8.3.4.2

§ 8.3.4.3

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven percent (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.10: MBI will identify interior wall, floor & ceiling finishes as well as fixed casework

4.1.1.15: MBI will provide PDF drawing with all final revision

4.1.1.16: MBI will make available to the owner all revisions included GC provided Closeout/As-built documents in PDF

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

Hourly

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

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

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

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

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

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

Employee or Category	Rate (\$0.00)
Administrative Assistant / Accounting	\$ 75.00
CAD Technician	\$ 112.00
CAD Technician Designer	\$ 132.00
Architect / Engineer – Intern	\$ 140.00
Architect / Engineer – Registered	\$ 160.00
Architect / Engineer – Registered II	\$ 178.00
Interior Designer	\$ 146.00
Project Manager	\$ 150.00
Principal / Surveyor	\$ 198.00
Senior Principal	\$ 215.00

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

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

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

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

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

1 % monthly 12% APR

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 Limitation of Liability. In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate

liability of Architect shall not exceed five (5) times Architect's fees paid for the services rendered on this project, or \$50,000 whichever is greater, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. The Owner further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall be personally liable under any provisions of this agreement for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitations of liabilities contained herein will survive the termination of this agreement.

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

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

Exhibit A – "Request for Qualifications Planning and Architectural Services for Animal Shelter and Offices East Ridge, Tennessee"

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

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

OWNER (Signature)

J. Scott Miller, City Manager
(Printed name and title)

ARCHITECT (Signature)

Jerry Isaksen, AIA, Principal
(Printed name, title, and license number, if required)

ARCHITECT (Signature)

M. Edward Jett, PE, SE, CEO
(Printed name, title, and license number, if required)

RESOLUTION NO. 3370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH ASA ENGINEERING AND CONSULTING, INC. FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF A NEW ANIMAL SHELTER

WHEREAS, the City of East Ridge plans to construct a new Animal Shelter located on Stone Street; and

WHEREAS, the City has approved a proposal for architectural services and must now approve an agreement for civil engineering services to include the survey, construction drawings (site improvements, grading, drainage and stormwater, utilities, site lighting and landscape architecture,) construction permitting, and construction management; and

WHEREAS, the City has determined that ASA Engineering and Consulting, Inc. is the most appropriate entity to provide civil engineering services for the construction of a new animal shelter; and

WHEREAS, the cost for civil engineering services is \$34,500.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorizes the Mayor or his designee to enter into an agreement with ASA Engineering and Consulting, Inc. for professional civil engineering services in regards to the construction of a new animal shelter.

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

Adopted this the _____ of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

February 27, 2023

Via Email: jscottmiller@eastridgetn.gov

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

**RE: East Ridge Animal Shelter – 5302 Stone Street (Tract No. 169J A 017)
Professional Services Proposal**

Dear Mr. Miller,

Asa Engineering & Consulting, Inc. [Asa] is pleased to provide you this professional services proposal for the above referenced project. The following outlines our project understanding, scope-of-services understanding, fee proposal, and proposed schedule. Included herein and incorporated into this proposal is the City approved General Terms and Conditions.

PROJECT UNDERSTANDING

Asa understands that the **Client** seeks a professional services proposal for the development of a new City of East Ridge Animal Shelter on the property located at 5302 Stone Street in East Ridge. We understand the proposed site improvements will include the construction of a 4,500 (+/-) square feet CMU building, a paved parking lot with twenty (20) parking stalls, and an outdoor animal exercise area. The property in its existing condition is generally flat (approximately 6-ft of fall from north to south across the long axis of the property), is void of visible structures or improvements, and is densely wooded on the southern half of the property. It appears that approximately 50% of the property has an existing impervious surface.

SCOPE-OF-SERVICES UNDERSTANDING

Asa proposes to provide the following services on this project:

A. Professional Land Surveying

Asa will provide professional land surveying services on the above referenced property located at 5302 Stone Street known as Tax Map No. 169J A 017. Asa will perform a boundary and topography survey on approximately 0.86-acres and include the following:

1. Structures (buildings, walls, fences, utilities, etc.)
2. Paved surfaces (roads, driveways, terraces, parking areas, walks, etc.)
3. Trees over 6" caliper (in all open areas)
4. Trees over 12" caliper (in woodland)
5. Shrub masses and bed boundaries
6. One-foot contours, extended 10-feet beyond property lines and to the opposite side of roads
7. Spot grades at all trees over 12" caliper
8. Spot grades at finish floor elevations of all structures

9. Spot grades at all entrances to buildings
10. Spot grades at tops and bottoms of walls, steps, curbs, and all structures
11. Spot grades at all drainage and utility structure rim elevations and invert elevations
12. Spot grades at significant high and low points
13. Utilities (drainage, water, gas, sewer, electric lines and structures, overhead services, etc.)
14. Ground control
15. Property lines and all setback requirements
16. North direction
17. Graphic scale

Deliverables / Products – Once a draft copy of the survey is reviewed and approved, Asa will provide two (2) stamped paper copies of the survey and one (1) CAD file of the survey in DWG format.

All survey work will be performed by or under the direct supervision of a Professional Land Surveyor licensed by the State of Tennessee.

B. Construction Drawings

Asa will provide professional services associated with the site design and preparation of construction documents for the proposed improvements to the property. All work outlined below will be performed by, or under the direct supervision of, a Civil Engineer licensed in the State of Tennessee as a Professional Engineer.

1. Site Improvements: Asa will provide an engineering layout and design of the approved site plan based on the architectural plans being developed by MBI.
2. Grading: Asa will provide engineering design and preparation of the construction plans for any proposed grading of the site. Plans will include proposed grade contours and spot elevations sufficient for the construction and permitting.
3. Drainage & Stormwater Management: Asa will provide engineering design, layout and preparation of the site improvement plans for control of stormwater run-off in accordance with the current stormwater management criteria. This includes the collection and conveyance system design to handle the stormwater run-off from site improvements, roof leaders, etc. Land disturbance will be less than 1-acre, so a site-specific SWPPP, Notice of Intent (NOI) and TDEC Construction General Permit will be not be required.
4. Construction EPSC Plans: Asa will furnish erosion prevention and sediment control plans for the site that meet or exceed regulatory design standards.
5. Utilities: Asa will provide engineering design and preparation of construction plans for a domestic water and fire service (if required), gas (if desired), public sewer extension, and on-site sewer service lines. Asa will also coordinate with EPB for electrical and communication supply needs.
6. Site Lighting: To be provided by others. Not included in this scope.
7. Landscape Architecture: Asa will provide landscape architecture services which includes all code compliant streetscape requirements, parking lot plantings, and landscape buffers as required. Asa will provide a detailed planting plan suitable for permitting and construction. The planting plan will include tree, shrub, and groundcover locations identified by botanical and common name, quantities, sizes, and appropriate planting details and notes. If additional landscape design is requested, Asa will provide an addendum for additional design scope and fee.

8. **Project Administration:** Asa will participate with the Client and designated representatives in design coordination and/or plan review meetings as needed during the development of the construction documents.

C. Construction Permitting

1. Asa will prepare and submit construction drawings for a Hamilton County Land Disturbance Permit (LDP). The LDP will require the following:
- LDP Application
 - Project Narrative
 - Hydrology Report
 - Sewer Capacity Form

D. Construction Contract Administration

Asa will provide construction contract administration services for civil and landscape architecture services on an "as-needed" basis. Asa will provide at a minimum 6 site visits (pre-construction, three (3) mid-construction, initial punch list, final punch list). Since we are unable to quantify or accurately estimate the labor hours associated with this service, we propose to perform this service on an hourly rate basis in accordance with our attached 2023 Schedule of Fees. Construction contract administration will begin once the land disturbance has been approved by the local jurisdiction. Construction contract administration includes, but not limited to shop drawing review, site observation visits, as-built certifications, or any modifications to the permitted drawings including any post-issue submittals to the local governing body.

LUMP SUM FEE PROPOSAL

A. Boundary and Topographic Survey	\$ 5,500.00	Lump Sum
B. Construction Drawings	\$20,100.00	Lump Sum
C. Construction Permitting		
1. Hamilton County LDP	\$ 3,500.00	Lump Sum
D. Construction Contract Administration	\$ 5,000.00	Hourly, Not to Exceed

Note:

1. Fee for Item D above does include the permit application fees.

PROPOSED SCHEDULE

- Survey can be completed within 4-6 weeks of a signed contract (est. 4/17/2023)
- Construction Drawings can be completed within 8-10 weeks of the completion of the survey and/or upon receipt of architectural drawings. (est. 6/27/2023)
- Construction Permitting can be completed within 4 weeks of completion of Construction Drawings based on historical Hamilton County permitting timelines. (est. 7/27/2023)

SERVICES NOT INCLUDED:

Professional services not included in this proposal are as follows:

- Geotechnical Investigation Services (subcontracted through architect)
- Irrigation Plan, Site Lighting Plan
- Structural Services (retaining walls, buildings, roof supports, etc.)
- Environmental Reviews or Studies or Environmental remediation

- Traffic Impact Studies
- Materials Testing Services
- Off-site roadway design
- Construction Management or Construction Inspection Services (outside of Construction Contract Admin.)

CONTRACTUAL AGREEMENTS

Please indicate your acceptance by executing the Agreement and returning it to Jeff Sikes at jsikes@asaengineeringinc.com. Unless otherwise requested, Asa will return an electronic copy of the fully executed agreement to the Client's Civil Engineer via email. Asa Engineering & Consulting, Inc. appreciates the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact us at 423.805.3700.

Sincerely,

ASA ENGINEERING & CONSULTING, INC.



Micah Duffey, PE
Principal Engineer



Jeff Sikes
Sr. Vice President

WORK AUTHORIZATION

By executing below, you hereby authorize Asa Engineering & Consulting, Inc. to proceed with the work detailed herein and agree to the conditions contained in this document and in the attached general terms and conditions [hereinafter referred to as "Proposal"].

APPROVED AND AUTHORIZED BY:

By: _____

As Its: _____

Date: _____



Single Project Agreement - General Terms and Conditions

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

1. SCOPE OF WORK; RELIANCE UPON DOCUMENTS

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

2. FEES; INVOICES

The CLIENT shall pay CONSULTANT for the Work performed under this Agreement a sum to be calculated as described herein, on attachments to this Agreement or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on CONSULTANT's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. CONSULTANT will submit invoices to CLIENT no more than monthly and a final bill upon completion of the Work. Such invoices will show the appropriate line item charges. A more detailed separation of charges and back-up data will be provided at CLIENT's request. Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. CLIENT shall pay a late penalty of one and one-half percent (1 ½ %) per month (18% annually), on past due accounts.

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

3. ACCESS TO THE SITE

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

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

4. CLIENT'S RESPONSIBILITIES

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

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

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

5. UTILITIES

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

6. EXISTING AND/OR HIDDEN CONDITIONS:

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

7. OWNERSHIP AND REUSE OF DOCUMENTS

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

CLIENT (initials) _____

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

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

8. WAIVER OF CONSEQUENTIAL DAMAGES

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

9. SUSPENSION OF SERVICES/TERMINATION

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

10. PROFESSIONAL RESPONSIBILITY

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

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

11. LIMITATION OF LIABILITY

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

12. REIMBURSABLE EXPENSES

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

13. INSURANCE

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

14. ASSIGNS

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

15. RIGHT TO STOP WORK

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

16. FIELD MONITORING AND TESTING

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

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

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

18. SAFETY

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

19. CHANGES IN THE SCOPE OF SERVICES

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

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

20. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

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

21. EXTENT OF AGREEMENT

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

22. SEVERABILITY

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

Date: 2/28/2023
Proposal Number: P02242023
Client's Name: City of East Ridge
Client's Address: 1517 Tombras Avenue, East Ridge, TN 37412
Phone Number: 423.867.7711
Email Address: jscottmiller@eastridgetn.gov

Project Name: East Ridge Animal Shelter
Location/Address: 5302 Stone Street

Project Description: New East Ridge Animal Shelter w/ 4500 SF CMU Building, Parking Lot, and Animal Recreation Area
Scope of Services: Land Survey; Civil Site Design, Construction Contract Admin. services
Compensation for Services: See Attached Proposal

Special Conditions: _____

Accepted By: _____
(Client's Company Name)

(Client's Signature and Date)

(Print Client's Name and Title)

ASA ENGINEERING & CONSULTING, INC.

 02/27/2023
(Consultant's Signature and Date)

Jeff A. Sikes - Exec. Vice President
(Print Consultant's Name and Title)

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

Christy M. MacKenzie
cmackenzie@asaengineeringinc.com
423.805.3700



2023 SCHEDULE OF FEES

Unless otherwise agreed to in writing, the following schedule of fees shall apply for direct labor and direct expenses associated with the delivery of services:

1. SCHEDULE OF HOURLY RATES:

01-Professional Services:

01	Principal Project Manager / Engineer	\$180
02	Senior Project Manager / Surveyor	\$165
03	Projects Manager	\$145
04	Sr. Project Engineer	\$145
05	Project Engineer	\$135
06	Staff Engineer / Scientist	\$125
07	Registered Landscape Architect	\$150
08	Land Planner / Sr. Scientist	\$140
09	Registered Land Surveyor	\$135
10	Right-of-Way Relocation Real Estate Agent	\$130
11	Right-of-Way Project Manager	\$145

02-Technical, Administrative & Field Services:

20	Survey Crew (1 person)	\$125
21	Survey Crew Chief	\$95
22	Survey Tech.	\$65
23	CAD Technician I	\$85
24	CAD Technician II	\$90
25	Designer/CAD Survey	\$95
26	Sr. Designer	\$115
27	UAV Pilot	\$250
28	Administrative/Clerical	\$65

03-Construction Services :

30	Construction Manager (CEI RPR)	\$110
31	Senior Construction Inspector (CEI RPR)	\$85
32	Construction Inspector (CEI RPR)	\$75
33	EPSC Inspector	\$70
34	Stormwater Professional	\$110
35	Office Engineer/Contract Accounting Specialist	\$90
36	Asphalt/Concrete Plant Inspector	\$80
37	Senior Construction Materials Testing Technician (CMT)	\$70
38	Construction Materials Testing Technician (CMT)	\$55

2. ADDITIONAL CHARGES

2.1. Travel:

2.1.1.	Direct project mileage (per mile)	\$0.75
2.1.2.	Per-diem for overnight travel (per day)	\$75
2.1.3.	Lodging for overnight travel (per night stay)	\$160

3. OTHER SERVICES AND SUPPLIES

- 3.1. Charges for services, equipment and facilities not furnished by CONSULTANT, and any unusual items of expense not customarily incurred in our normal operations, are computed as follows:

Actual cost plus 10% will be charged for shipping, subsistence, transportation, outside printing and reproduction, miscellaneous supplies, and rentals.

Actual cost plus 20% will be charged for approved sub-consulting, contract labor, aerial photography, maps review/permitting fees and/or other approved direct cost items.

AGENDA MEMORANDUM
EAST RIDGE NEEDY CHILD FUND TOY/CAR SHOW

March 23, 2023

Submitted By:

Shawnna Skiles

Shawnna Skiles, Parks and Recreation Director

SUBJECT:

The East Ridge Needy Child Fund, a 501c3 non-profit, has requested the use of Camp Jordan Arena from 7am-10pm on October 14th, 2023, to host their Annual Toy and Car Show. Jessica Wheeler, a representative for East Ridge Needy Child Fund, is asking the city to waive fees associated with renting the Arena. Total rental fees for the event would be \$1200.00 for the day. In past events they have raised around \$5000.00. All money from the event is for the East Ridge Needy Child Fund. The purpose of the club is to “sponsor and support all of the needy children and families within East Ridge.

Staff recommends waiving the facility fees in support of this event.

SS

AGENDA MEMORANDUM
SPLASH PAD COATING

March 23, 2023

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

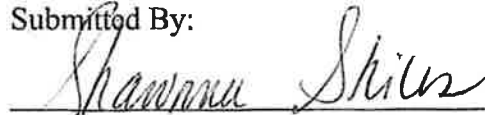
The Parks and Recreation Department is soliciting sealed bids from experienced paint contractors to coat the new splash pad. All bids will be opened and read aloud at 2:00 pm on March 8, 2023. A vendor recommendation will be presented by staff to city council at the March 23, 2023 city council meeting.

SS

AGENDA MEMORANDUM
ACADEMY SPORT + OUTDOORS

March 23, 2023

Submitted By:

A handwritten signature in cursive script, reading "Shawna Skiles", is written over a horizontal line.

Shawna Skiles, Parks and Recreation Director

SUBJECT:


At the February 9th council meeting, Council approved a Parks and Rec contract with Academy Sports + Outdoors. Revisions have been made to the original contract, so Resolution 3357 will need to be rescinded. A new resolution approving the revised contract will be presented at the March 9, 2023 meeting. The new contract from Attorney Litchford, which best represents the city's interest, has been provided to Academy Sports + Outdoors.

SS

AGENDA MEMORANDUM
RESURFACING NORTH SMITH & FLOYD STREETS

March 23, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

North Smith and Floyd Streets in the Landsdale Park Development have been heavily traveled over the past several years by large dump trucks hauling in loads of dirt, delivering materials and supplies, etc. for the development of The Gateway Project. These streets are in severe deteriorated condition.

I am working with Jeff Sikes, ASA Engineering, who in turn is working with Talley Construction in obtaining a reasonable quote for just leveling the roadways in the bad areas. No wearing surface to be applied. The leveling course will provide a drivable road for the residents.

JSM/