

AGENDA MEMORANDUM

LANDSCAPING PLAN FOR EXIT 1 INTERCHANGE

March 9, 2017

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

At the present time Vaughn & Melton and ASA Engineering are undertaking the preliminary engineering and design phase of the Exit 1 Interchange Project. The scope of work entails the reconfiguration of the interchange to meet current design standards. The engineering firms are working diligently on the plans and specifications in anticipation of getting the project readied and out to bid with construction to commence in Spring/Summer of 2017. The scope of work does not incorporate any landscaping amenities within the boundaries of the interchange.

The City Council at their regular business meeting of October 6, 2016 accepted the proposal from ASA Engineering dated October 5, 2016 to draft landscaping plans for the Exit 1 Interchange at a cost not to exceed \$9,500. The scope of work included the preparation of a design concept, the development of large format graphics, and a probable construction and design estimate.

Jeff Sikes, ASA Engineering, will be in attendance at the regular business meeting of the City Council on March 9, 2017 to give a presentation on the landscape plan. Attached hereto for your review and information please find a conceptual plan for the project and a landscape beautification budget breakdown.

Should the City Commission approve the concept plan as presented and desire to move forward with the project, the next phase would be the planning, survey, design, construction documents (detailed drawings and specifications), and bid services. A proposal for these services by ASA Engineering is attached hereto.

Attachments – Conceptual Plan

Landscape Beautification Budget Breakdown

Proposal for Design Development and Construction Documents (Phase 1)

Proposal for Construction Inspection Services (Phase 2)

JSM/

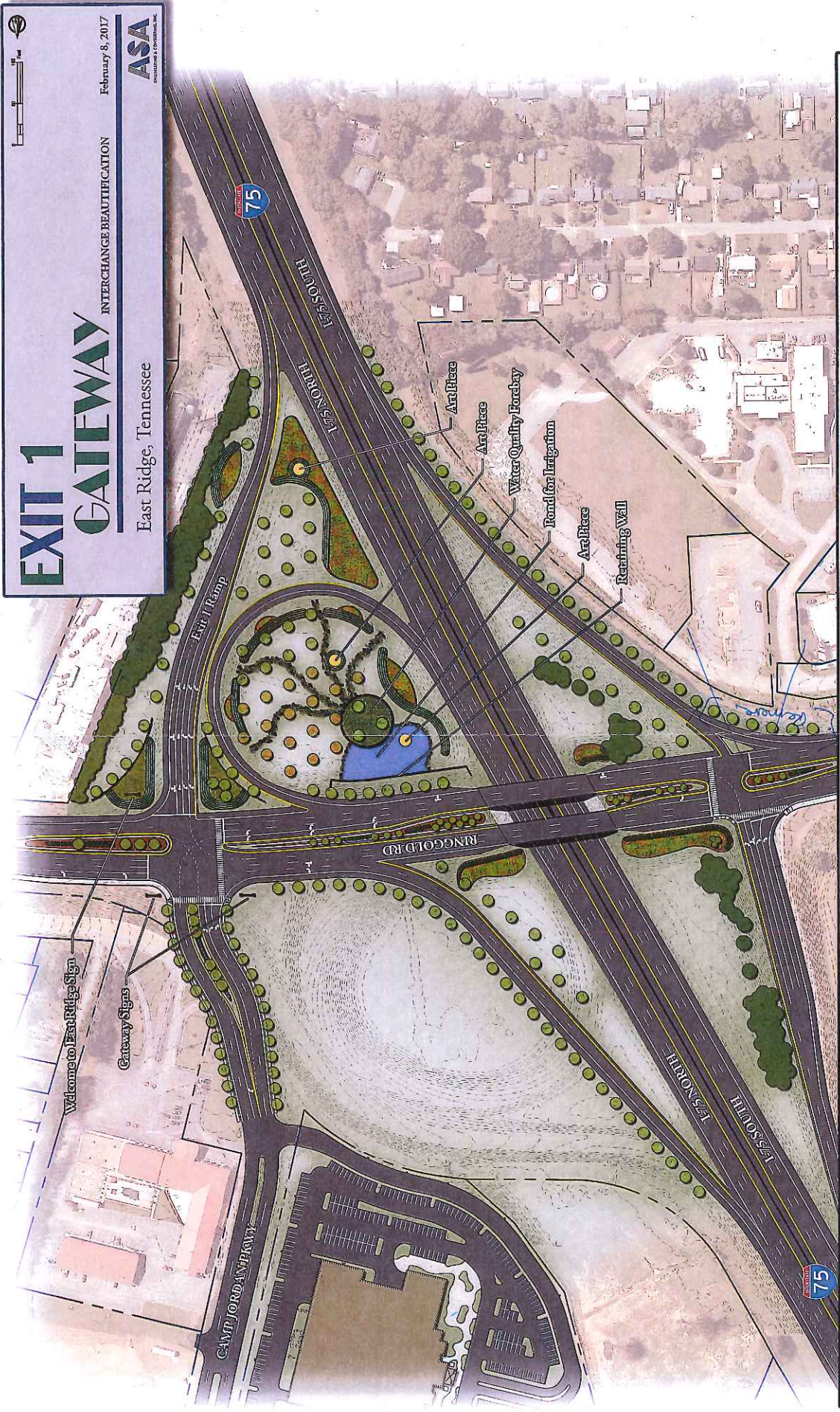
# EXIT 1

# GATEWAY

East Ridge, Tennessee

INTERCHANGE BEAUTIFICATION

February 8, 2017



3-1-17



6148 Lee Hwy Chattanooga, TN 37421  
Phone: 423-899-2753 Fax: 423-424-3146

# Budget

Date: 2-22-17

Invoice #:

Customer ID:

To: ASA Engineering & Consulting, INC.  
EXIT 1 Beautification Project  
ATTN: Jeff Sikes  
109 East MLK Blvd.  
Chattanooga, TN 37402  
423-805-3700

Salesperson	Job	Due Date
Adam Sink - 423-240-2748	Exit 1 - Landscape Beautification	

Qty	Description	Unit Price	Line Total
	<b><u>Landscape Beautification Budget Breakdown</u></b>		
	Breakdown of budget consists of rough costs associated with all aspects of the project from start to finish. Any further details ASA or the City of East Ridge needs further clarification or detail on with regards to the budget pricing, ERMCM would be happy to facilitate those requests.		
	<b><u>Grading &amp; Demo Budget</u></b>		
	Demolition of concrete drainage ditches, removal of spoils, removal of undesirable trees and brush, stump removal, rough grading of the detention pond for irrigation and bi-retention forbay		
	<b><u>Sub Total</u></b>		\$ 135,000.00
	<b><u>Pond &amp; Bi-Retention Forbay</u></b>		
	Final grading of pond and forbay structures, underlayment and liner for pond, multiple gradations of aggregate for the forbay as well as the structural / engineered soil fill for the forbay		
	<b><u>Sub Total</u></b>		\$ 185,000.00
	<b><u>Hardscape Budget</u></b>		
	Medium to Large landscape boulders and local river rock to re-form the water ways leading to the forbay and lining the pond. 6500 sq. ft of nice, larger retaining wall block and 2500 sq. ft of custom rock work/walls, poured concrete pads for custom art work pieces and a pre-cast concrete utility room with lockable door to house all electrical components and irrigation pumps/hardware.		
	<b><u>Sub Total</u></b>		\$ 1,075,000.00
	continued on next page...		

Qty	Description	Unit Price	Line Total
	<b><u>Electrical &amp; Lighting Budget</u></b>		
	Sleeving pulled to all areas needing live power, landscape lighting to light 100 key trees of the 250 planned, electrical meter, breakers outdoor recepticals, transformers, conduit and wire runs to all components		
	<b><u>Sub Total</u></b>		\$ 210,000.00
	<b><u>Irrigation Installation</u></b>		
	Installation of two separate irrigation systems (one for the East side and West side of I-75. The main system (the East side system) will be plumbed into the retention pond as well as city water during drought periods. Seprate sleeving is needed for gaining access to all landscape areas under roadways. Pricing also includes a pumping station for the East side system to draw filtered water from the pond when needed to irrigate the plant material.		
	<b><u>Sub Total</u></b>		\$ 338,000.00
	<b><u>Plant Material Budget</u></b>		
	Installation of all quantities of Ornamental and Shade Trees of varying sizes and varieties as well as regional/ local / native shrubs, grasses, perennials and groundcovers to provide a beautiful welcome to the State from I-75 North. Installation of full depth amended soils in all planting beds and tree plantings for proper installation due to poor site conditions. Installation of Bermuda sod along all on ramps 15' out as well as in the main circular on-ramp to I-75 North. Hydroseeding all lower priority areas affected by the project.		
	<b><u>Sub Total</u></b>		\$ 805,000.00
	<b><u>Project Management Budget</u></b>		
	Aquiring a 6 month bond for the project, traffic safety signage and cones/barrels, silt fencing, straw waddles and erosion control measures to appease city and state, permits and licences nessesary for the project, travel and fuel costs for the duration of the project, site superinendent and project management expenses.		
	<b><u>Sub Total</u></b>		\$ 230,000.00
	<b><u>Project Budget TOTAL</u></b>		\$ 2,978,000.00
continued on next page...			

## Allen Jones

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**From:** Adam Sink <Adam.Sink@ermc2.com>  
**Sent:** Monday, February 27, 2017 12:03 PM  
**To:** Jeffrey Sikes  
**Cc:** Allen Jones  
**Subject:** RE: Exit 1 Beautification Concept Plan

Based on the conceptual design and layout maintaining all areas inside the main property boundaries of the 4 on/off ramps with standard horticultural practices (same as what we provided for the Camp Jordan Parkway) its looking like around +- \$110,000 at year 1 for a full annual maintenance agreement.

Those numbers include all weekly mowing of fine turf areas, bi-weekly field areas, weekly bed maintenance, shrub pruning as needed to maintain a neat appearance, annual tree maintenance, chemical program for fine turf areas, shrub beds and trees, insect and disease inspections on a quarterly basis, some annual color planted at the main welcome sign, irrigation monitoring and maintenance programs throughout the year, landscape lighting maintenance, mulching all shrub beds once per year and weekly trash removal of entire defined area.

I have included below a 3% annual increase over 25 years which is pretty standard on large contracts as another reference point for the breakdown.

Years	Maintenance	3% Increase
1		\$ 110,000.00
2		\$ 113,300.00
3		\$ 116,699.00
4		\$ 120,199.97
5		\$ 123,805.97
6		\$ 127,520.15
7		\$ 131,345.75
8		\$ 135,286.13
9		\$ 139,344.71
10		\$ 143,525.05
11		\$ 147,830.80
12		\$ 152,265.73
13		\$ 156,833.70
14		\$ 161,538.71
15		\$ 166,384.87
16		\$ 171,376.42
17		\$ 176,517.71
18		\$ 181,813.24
19		\$ 187,267.64
20		\$ 192,885.67
21		\$ 198,672.24
22		\$ 204,632.40
23		\$ 210,771.37
24		\$ 217,094.52
25		\$ 223,607.35

**J. Scott Miller**

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**From:** Jeffrey Sikes [jsikes@asaengineeringinc.com]  
**Sent:** Saturday, March 4, 2017 5:48 PM  
**To:** J. Scott Miller  
**Cc:** Amanda Miller; Allen Jones; Christy MacKenzie  
**Subject:** Exit One Beautification Proposal  
**Attachments:** East Ridge\_Exit One Proposal\_030317.pdf

Scott/Amanda:

Attached please find Asa's proposal for the Phase 1 Design Development and Construction Documents and the Phase 2 RPR Construction Inspection Services for the Exit One Beautification Project. As discussed, the Phase 1 cost is based on 8% of the construction estimate and is a max ceiling, not to exceed amount. Any reduction in scope or services prior to doing the design work for elements that are reduced or eliminated will result in proportional reduction in fees to the City. This fee includes the geotechnical, mechanical, plumbing, electrical and structural engineering sub-consulting services as well as some minor architectural services for the pump/electrical house. The Phase 2 RPR Construction Inspection amount is based on an estimated 6-months of construction time (September through February). This is a hourly rate, maximum ceiling amount. I don't think it will take a full 6 months but didn't want to short it and have to ask for money later.

Please let me know if you have any questions or if I need to change anything.

FYI, the General Terms and Conditions Agreement included in this proposal is the exact version that was approved by Hal North's office for the last two (2) Asa Contracts (TAP and Multi-Modal).

Again, thank you very much for the opportunity to serve East Ridge. We are extremely excited to be a part of this and are looking forward to hitting a home run on this project.

**Jeff A. Sikes, CPESC**

Vice-President / Sr. Projects Manager

**Asa Engineering & Consulting, Inc.**

109 East MLK Blvd.  
Volunteer Building  
Chattanooga, TN 37402  
O: 423.805.3700  
C: 423.421.1420  
[www.asaengineeringinc.com](http://www.asaengineeringinc.com)

Via Email: JSMiller@eastridgetn.gov

March 3, 2017

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

**RE:                    Proposal No. P030317 - Proposal for Professional Services  
Exit One Landscape Beautification**

Dear Mr. Miller:

**Asa Engineering & Consulting, Inc. [Asa]** is pleased to provide this proposal to provide professional services associated with the landscape and hardscape beautification of the I-75 Interchange at SR-8 (Ringgold Road), hereinafter referred to as the Exit One Beautification Project. The following outlines our project understanding, scope-of-services understanding, fee proposal, and establishes a contractual agreement for authorized work. Included and incorporated as part of this proposal is Asa's Single Project Agreement – General Terms and Conditions, the approved Exit One Beautification Schematic Design, and Asa's 2017 Schedule of Fees (for any authorized extra work items).

**SCOPE OF SERVICES:**

Asa will provide overall project management and serve as the principal designer for the Exit One Beautification Project. Asa will deliver the following items as part of this project:

**A. PHASE 1 – CIVIL ENGINEERING, SURVEY & LANDSCAPE ARCHITECTURE DESIGN SERVICES**

1. Perform/complete a topographic survey within the project ROW and within the general limits of the project;
2. Develop design development drawings based on the schematic design that was approved by the City of East Ridge;
3. Coordinate design approach with TDOT Landscape Architect, TDOT Region 2 stakeholders, City of East Ridge officials, and/or other stakeholders that are identified by the City of East Ridge;
4. Perform a geotechnical investigation within the project boundaries to determine soil properties for both the hardscape foundation design, soil drainage properties, and organic properties for plant materials;
5. Provide mechanical, electrical, plumbing, and structural engineering design services associated with structural walls, art pedestals, irrigation, and lighting elements;
6. Provide architectural design services associated with the pump/electrical house;
7. Develop construction drawings once the design development plans have been approved. Construction drawings will include:
  - a. Overall grading plan;

- b. Erosion prevention and sediment control plans;
  - c. Hydrological study for the design of the water quality features, including the irrigation pond;
  - d. Site plan detailing all hardscape elements including, but not limited to, landscape walls, art pedestals, retaining wall façade, pump house enclosure, etc.;
  - e. Utility plan for irrigation and electrical components and coordination with utility service providers;
  - f. Landscape plan detailing all planting requirements, placement of boulders, and planting details;
  - g. Final renderings of the design for public communication and marketing purposes;
  - h. Detailed opinion of probable costs;
  - i. Project manual for bidding, including bidding instructions, general requirements and project specifications;
8. Facilitate the bidding process from advertisement through bid award;

**B. PHASE 2 – CONSTRUCTION RPR INSPECTION SERVICES (EST. 6-MONTHS TIMELINE)**

1. Provide daily construction oversight to ensure the quality of materials and workmanship meet the required plans and specifications. Specific inspection requirements shall include, but not be limited to:
- i. The construction stakes to determine if line and grade appear to be correct.
  - ii. The construction stakes to determine if widths and/or depths appear to be correct.
  - iii. The construction stakes to determine if building corners appear to be correct.
  - iv. Verification of materials being used. That they are in accordance with the specifications and/or approved submittals.
  - v. Measurements of widths of trench to be in accordance with Standard Drawings.
  - vi. Ensure the depth of material layers are following the specifications, such as thicknesses of lifts specified for placement for compaction.
  - vii. Measurements and placement of reinforcing steel in cast-in-place structures to insure the proper center to center measurements, bar diameters, overlap length and number of bars placed in accordance with the plans.
  - viii. Observation of placement of concrete material, as to compliance with specifications for placement with, chutes, pumps, vibrators, etc. Also, to include monitoring of the testing technicians and their equipment as they perform their testing for slump, air content, add mixtures, addition of water at site, etc. and for the concrete provider for working gauges, etc. RPR shall require additional testing if the material is tampered with once the tests are performed. Example, if the finishers add water to the load after the material is tested.
  - ix. Review of truck tickets to determine the time the material has been in the truck and that it is in accordance with specifications. If the material does not meet the requirements for time in truck, air content, slump, design strength, etc. the RPR shall reject the material and send it back to the plant.
  - x. Measurement of items such as trench rock and/or excavated rock for the roadway so as to determine the volume for pay calculations.
  - xi. Visually observe items such as concrete pipe to ensure that the bell and spigot haven't been damaged during delivery, if so reject and send back to plant. In addition, monitor to make sure contractor doesn't damage pipe during unloading and/or during installation. In this case the RPR shall mark the pipe as rejected and it should be used as cut pieces or culled.
  - xii. RPR shall visually observe items such as PVC pipes for conduits, irrigation lines, water lines, sewer lines, etc. shall all be new pipes that are not overly exposed to UV rays, have not been crushed,

- pinched, punctured or any other damage either during shipment, unloading and/or placement, and if so then shall be rejected and returned and/or marked rejected and not used.
- xiii. If applicable, RPR shall observe the installation of sanitary sewer lines to ensure proper installation. Then later shall be present when the pipes are pressure tested, deflection tested, and videoed to determine proper installation. See Section 2-15064-B Polyvinyl Chloride (PVC) Sewer and Service Pipe, Section 2-15062 Ductile Iron Piping and Ductile Iron and Cast Iron Fittings, or other pipe material so specified. In addition, all manholes shall be visually inspected during installation, and vacuum tested to insure air tightness. Failure of any of these tests shall require rejection of the line and/or manholes and corrections made. See Section 2-02560 Manholes.
  - xiv. Review all test results to determine if the material failed in strength, compaction, etc. Inspector shall know the location of the tested material in the case it is determined that it should be removed.
  - xv. Keep up with all stored material, so that it gets properly quantified as it is moved from stored material to the unit pay item.
  - xvi. Document and maintain daily logs for the project to include weather data, work performed that day, equipment used and idled, manpower of the contractor, subcontractors, utility company employees and/or subcontractors, etc.
- 2. Provide erosion prevention and sediment control inspections and reporting in accordance with the TDEC NPDES Construction General Permit requirements;
  - 3. Review and approve contractor pay allocation requests and submit to the City of East Ridge with letter of recommendation;
  - 4. Maintain project records to ensure that documentation is maintained on daily progress, materials used, sampling and testing records of materials, and support documents for payment to the Contractor;

#### PROFESSIONAL SERVICES FEES

Phase 1	Planning, Survey, Design, Construction Docs & Bid Services	\$240,000.00
Phase 2	Construction RPR Inspection & Testing Services	<u>\$118,500.00</u>
<b>TOTAL</b>		<b>\$358,500.00</b>

Asa proposes to provide the Phase 1 services noted above on a lump sum, not to exceed contract basis.

Since the Phase 2 construction timeline cannot be accurately estimated, we propose to provide the Phase 2 services on an hourly rate, not to exceed, contract basis.

Should conditions be encountered such that additional services are deemed necessary, we will notify you before proceeding with the extra work. We will not exceed the proposal amount without written authorization from you.

#### SCHEDULE AND AUTHORIZATION

The Asa team is prepared to begin work immediately upon receipt of written authorization to proceed. We anticipate that the Design Phase will be completed within 5-months of the notice to proceed and that Construction Phase will be completed within 7-months of the bid date, thereby allowing all plantings to be installed by, or before, March of 2018.

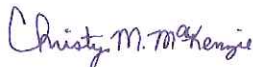
**CONTRACTUAL AGREEMENTS**

Our General Terms and Conditions document is attached and is incorporated as part of this proposal. Please indicate your acceptance by signing both the work authorization and the general terms and conditions and returning one copy to our office.

Asa Engineering & Consulting, Inc. sincerely appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us at 423.805.3700.

Sincerely,

**ASA ENGINEERING & CONSULTING, INC.**



Christy M. MacKenzie  
President



Jeff A. Sikes  
Vice-President / Sr. Projects Manager

**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:**

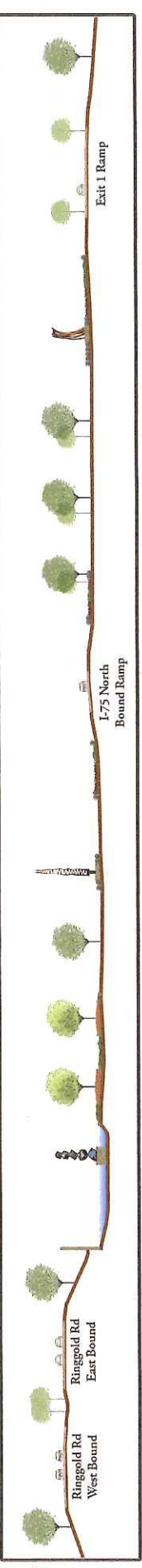
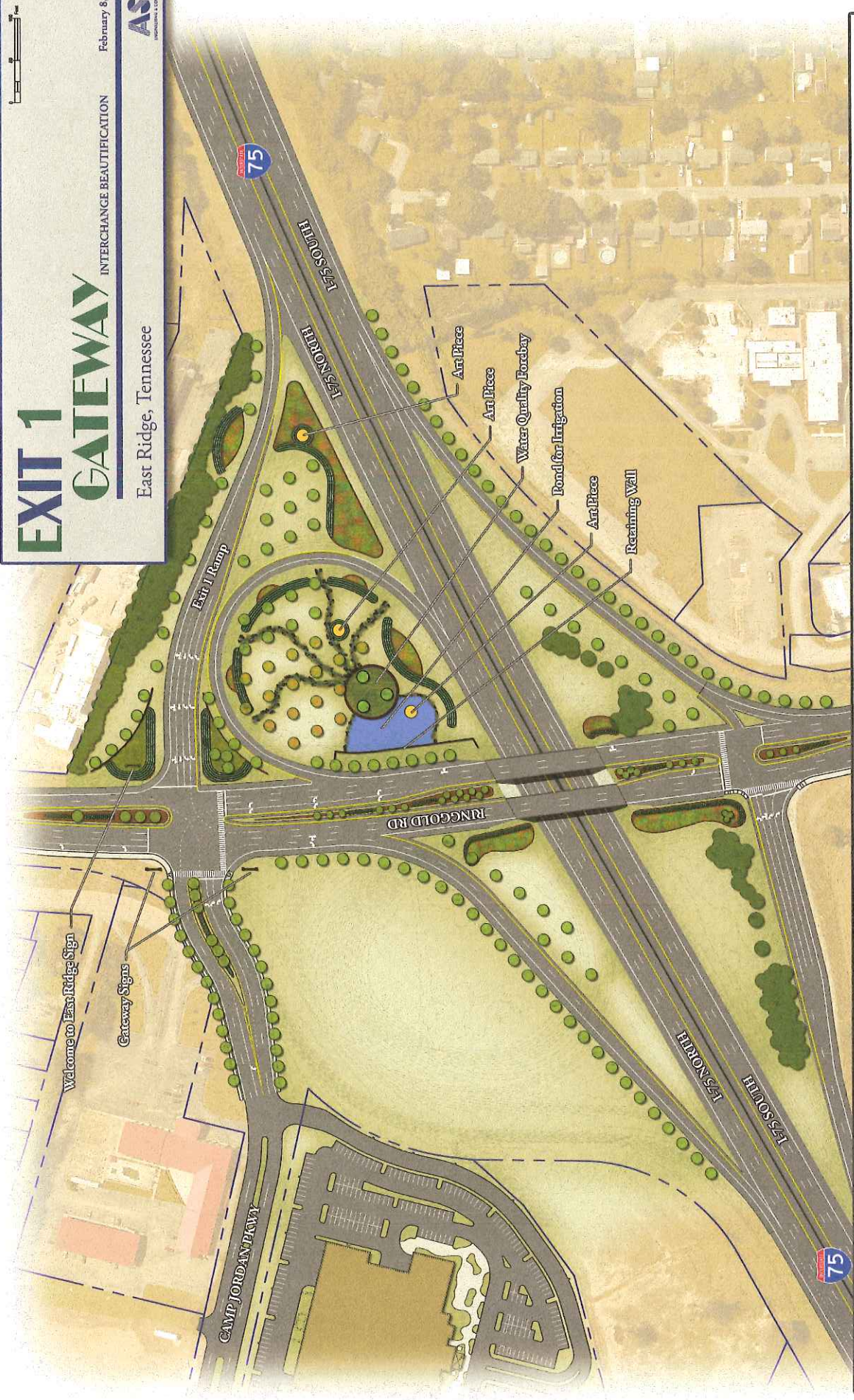
By: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_

# EXIT 1 GATEWAY

INTERCHANGE BEAUTIFICATION  
February 8, 2017  
East Ridge, Tennessee





## Single Project Agreement - General Terms and Conditions

This Agreement ("Agreement") is made by and between Asa Engineering and Consulting, Inc. ("Asa") and the undersigned client ("Client"). The parties agree as follows:

### 1. SCOPE OF WORK; RELIANCE UPON DOCUMENTS

Asa shall perform such services as are described in this Agreement and any attachments hereto (the "Work"). Unless agreed otherwise in writing between both parties, Asa may rely upon the accuracy of surveys, plans, and studies prepared by third parties and furnished by Client to Asa, provided that Asa acknowledges Client makes no representation or warranty with respect to such surveys, plans and studies.

### 2. FEES; INVOICES

The Client shall pay Asa 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 Asa's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Asa 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 thirty (30) days from invoice date.

### 3. RIGHT OF ENTRY

The Client will provide for right of entry of Asa personnel and all necessary equipment, in order to complete the Work. Client represents and warrants that it will designate an individual who has the authority to authorize Asa to perform the work.

Asa will take all reasonable precautions to minimize any damage to Client's property and will be responsible to Client for any damage that may occur resulting from its Work.

### 4. UTILITIES

In the execution of its Work, Asa will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities, including without limitation by calling the one-call service required accordance with Applicable Law. Asa will not be responsible for subterranean structures or utilities which are not called to Asa's attention and correctly shown on the plans furnished by the Client unless Asa, in the exercise of reasonable diligence, should have been aware of such subterranean structures or utilities.

### 5. SAMPLES

Asa will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

### 6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, survey data, estimates and other documents prepared by Asa, as instruments of service, shall remain the property of Asa. 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.

Asa will retain all pertinent records relating to the Work for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Asa 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, its Contractor and others in direct privity to Contractor, is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

### 7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

### 8. PROFESSIONAL RESPONSIBILITY

Asa represents that its 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, and shall in all respects comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations ("Applicable Law"). 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 Asa and that the data interpretations and recommendations of Asa's personnel are based solely on the information available to them and on the professional skill and judgment of Asa's personnel. Asa will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

## 9. LIMITATION OF LIABILITY

A. In no event shall Asa 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 mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health, unless Asa's actions caused or contributed to conditions giving rise to such mold, mildew, fungus, spores or other microorganisms.

B. For claims not excluded by Paragraph A, the Client agrees to limit Asa's liability for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the Work by Asa under any theory of recovery, such that the total aggregate liability of Asa shall not exceed \$1,000,000.

As used in this article 9, the term **Asa** shall include any parent, subsidiary or affiliated companies of **Asa** and any directors, officers and employees of any of the same.

## 10. INSURANCE

**Asa** 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 Client deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Asa** 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.

## 11. INDEMNIFICATION

**Asa** shall indemnify and hold Client harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys' fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by **Asa** of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Client shall include Client's directors, officers and employees.

## 12. ASSIGNS

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

## 13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Asa's** report or shown on sketches will be based upon information furnished by others or estimates made in the field by **Asa's** representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Asa** reserves the right to deviate a reasonable distance from the location specified if reasonably necessary in **Asa's**

professional judgment. **Asa** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Asa** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Asa's** standard fee schedule.

## 14. 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. **Asa** take the initiative of stopping the work only if, in **Asa's** professional judgment, there is imminent danger of damage to property, personal injury or death.

## 15. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, **Asa** shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and **Asa**, in order to observe the progress and quality of the 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 **Asa** 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.

**Asa** shall not supervise, direct or have control over the 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. **Asa** shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. **Asa** 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.

## 16. SAFETY

Should **Asa** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, 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 **Asa** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

## 17. HAZARDOUS SUBSTANCES

Client agrees to advise **Asa**, prior to beginning Work, of any known hazardous substance on or near the site. In the event that test samples obtained during **Asa's** Work contain substances hazardous to health, safety or the environment, such samples shall remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client, but only if Client had actual knowledge of the hazardous substance.

Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment, but only if Client had actual knowledge of the hazardous substance.

**18. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA**

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by **Asa** (and **Asa's** independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and **Asa** shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the project underlying the Work by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project underlying the Work or on any other project. Any reuse without written authorization or adaptation by **Asa** for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to **Asa**, or to **Asa's** subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless **Asa** and **Asa's** subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

**19. 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 fullest extent allowed by Applicable Law, **Asa** 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.

**20. ENTIRE AGREEMENT**

This Agreement and attached exhibits, if any, represent the entire agreement between Client and **Asa** 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.

**21. 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.

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Project:	EAST RIDGE EXIT ONE BEAUTIFICATION
	DESIGN & CONSTRUCTION PHASES
	PHASE 1 - \$240,000 LUMP SUM, MAX FEE
Fee:	PHASE 2 – HOURLY, NOT TO EXCEED FEE
	ASA PROJECT NO. 16-0095(2)
Proposal No:	P030317
Terms:	NET 30
Attachments:	PROPOSAL P030317
	2017 SCHEDULE OF FEES

**APPROVED AND AUTHORIZED, EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY:**

Client:	<b>CITY OF EAST RIDGE</b>		<b>ASA ENGINEERING &amp; CONSULTING, INC.</b>
By:	_____	By:	_____
As its:	City Manager	As its:	President / CEO
Date:	_____	Date:	_____
Address:	1517 Tombras Ave.	Address:	P.O. Box 108
	East Ridge, Tennessee 37412		Chattanooga, Tennessee 37401
Phone No:	423.867.7711	Phone No:	423.805.3700

Please return executed copy of these terms and conditions to the attention of:  
 Christy M. MacKenzie  
[cmackenzie@asaengineeringinc.com](mailto:cmackenzie@asaengineeringinc.com)  
 423.805.3700



## 2017 SCHEDULE OF FEES

Unless otherwise agreed to in writing, the following schedule of fees shall apply for direct labor and direct expenses associated with any authorized work outside of the scope-of-work identified herein:

### 1. SCHEDULE OF HOURLY RATES:

#### 01-Professional Services:

01-1	Principal-in-Charge	\$175
01-2	Senior Project Manager	\$155
01-3	Senior Project Engineer	\$145
01-4	Project Engineer/Scientist	\$125
01-5	Staff Engineer/Scientist	\$100
01-6	Registered Landscape Architect	\$110
01-7	Registered Land Surveyor	\$120
01-8	Historic Preservation Planner	\$95

#### 02-Technical, Administrative & Field Services:

02-1	Survey Crew (1 person)	\$100
02-2	Survey Crew (2 person)	\$130
02-3	Survey Crew (3 person)	\$180
02-4	Survey Lead	\$80
02-5	Survey Technician	\$50
02-6	CADD Survey	\$85
02-7	CADD Tech.	\$75
02-8	CADD Designer	\$85
02-9	Accounting/Clerical/Admin. Assistant	\$45

#### 03-Construction Services:

03-1	Project Manager (CEI & RPR)	\$125
03-2	Senior Construction Inspector (CEI & RPR)	\$85
03-3	Construction Inspector (CEI & RPR)	\$75
03-4	EPSC Inspector	\$70
03-5	Stormwater Professional	\$100
03-6	Office Engineer/Contract Specialist (CEI & RPR)	\$85
03-7	Asphalt/Concrete Plant Inspector (CEI & RPR)	\$75
03-8	Senior Construction Materials Testing Technician (CMT)	\$65
03-9	Construction Materials Testing Technician (CMT)	\$45

### 2. ADDITIONAL CHARGES

#### 2.1. Travel:

2.1.1.	Direct project mileage (per mile)	\$0.60
2.1.2.	Per-diem for overnight travel (per day)	\$55
2.1.3.	Lodging for overnight travel (per night stay)	\$120

### 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 15% will be charged for shipping, subsistence, transportation, outside printing and reproduction, miscellaneous supplies, and rentals.

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