



Farragut Board of Mayor & Aldermen Meeting
Thursday, July 10, 2025 at **6:00 PM**

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

- I. Roll Call, Silent Prayer, Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Minutes
 - A. June 26, 2025 Minutes
- IV. Mayor's Report
- V. Ordinances & Resolutions
 - A. Ordinance
 1. First Reading
 - a. Ordinance 25-12, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2025-2026 ARPA Fund Budget, Passed By Ordinance 25-10
 - B. Resolutions
 1. Resolution R-2025-11, resolution authorizing the use of comparative sealed proposals for the procurement of goods and services for certain projects
 2. Approval of Resolution R-2025-14, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Property Conservation Matching Grant Program
 3. Approval of Resolution R-2025-15, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Judy Housley Safety Matching Grant Program

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It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

VI. Business Items

- A. Approval of Contract 2026-02, On-Call Pavement Marking
- B. Approval of Contract 2026-03, On-Call Guardrail Maintenance
- C. Approval of Contract 2026-06, Visual Stream Assessment
- D. Approval of Amendment to the Professional Services Agreement with Ross/Fowler, PC for Construction Services for McFee Park Phase 4

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

The Board of Mayor and Aldermen welcomes and invites Farragut residents to participate in public meetings.

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given three (3) minutes to speak on his/her topic.

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to discussion and consideration of the specific agenda item.

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn it in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of view are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.

7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will not be tolerated.
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The three (3) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

Tennessee Code Annotated 39-17-306. Disrupting meetings or processions.

1. A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.
2. A violation of this section is a Class A misdemeanor.



**Town of Farragut, Tennessee
Farragut Board of Mayor & Aldermen
Meeting**

Farragut Town Hall
11408 Municipal Center Drive
Thursday, June 26, 2025 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, present; Alderman Cain, present; Vice-Mayor Meyer, present; Alderman White, present; Mayor Williams, present; in addition to staff and member of the press.

II. Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

III. Approval of Minutes

A. June 12, 2025

IV. Mayor's Report

V. Ordinances & Resolutions

A. Ordinances

1. Second Reading

- a. Approval of Ordinance 25-05 on second reading, an ordinance amending Chapter 2, Article 6, Finance, of the Farragut Municipal Code to add section 2-300, Competitive Sealed Proposals.

Motion was made to approve Ordinance 25-05 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

- b. Approval of Ordinance 25-10 on second reading, an ordinance adopting the annual budget for the Town of Farragut for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

Motion was made to approve Ordinance 25-05, as amended, on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; Roll call vote; Alderman Burnette, yes; Alderman Cain, no; Alderman White, no; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

B. Resolutions

1. Approval of Resolution R-2025-08, Town of Farragut Fund Balance Policy

Motion was made to approve Resolution R-202-08. Moved by Alderman White, seconded by Alderman Cain; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

2. Approval of Resolution R-2025-12, Utilizing Competitive Sealed Proposals for Enterprise Resources Planning System

Motion was made to approve Resolution R-2025-12. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; motion passed.

VI. Business Items

A. Approval of Contract 2026-01, On-Call Road Maintenance

Motion was made to approve bids and award Contract 2026-01 to J.G. Mullins Co., Inc. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain and White; no nays, motion passed.

B. Approval of Contract 2026-04, On-Call Traffic Signal Maintenance

Motion was made to approve bids and award Contract 2026-04 to Stansell Electric Company, Inc. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain and White; no nays, motion passed.

C. Approval of Contract 2026-05, Resurfacing of Various Streets

Motion was made to approve bids and award Contract 2026-05 to APAC-Atlantic for the low bid of \$1,654,963.70. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain and White; no nays, motion passed.

D. Approval of Change Order 3, Contract 2024-09, Stormwater Infrastructure Repairs

Motion was made to approve change order #3, Contract 2024-09, Stormwater Infrastructure Repairs. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain and White; no nays, motion passed.

E. Approval of Amendment 5 to the Professional Services Agreement between the Town and Kimley Horn Associates, Inc. for Additional Design Services for Union Road Improvements

Motion was made to approve amendment 5 to the professional services agreement with Kimley Horn and Associates, Inc. for the Union Road Project. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain and White; no nays, motion passed.

VII. Citizens Forum

Brian Walker, 408 E Kings Gate, requested a guardrail at the entrance of E. Kings Gate.

VIII. Town Administrator's Report

A. Report for FY2025 transfer request

IX. Town Attorney's Report

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Ordinance 25-12, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2025-2026 ARPA Fund Budget, Passed By Ordinance 25-10

Introduction & Background: The purpose of this agenda item is to approve Ordinance 25-12 to amend the ARPA Fund project Stormwater Parking Facilities, also known as McFee Park Phase 4.

Discussion & Recommendations: A budget amendment in the amount of \$5,000 is requested for the McFee Park Phase 4 project to cover additional engineering services by Ross/Fowler due to site visits and progress meetings beyond the original scope.

Additionally, a budget amendment is needed to transfer \$878,162 in project funding for McFee Park Phase 4 from Fiscal Year 2025 to Fiscal Year 2026, as the expenditure was originally budgeted in FY25 but will occur in FY26.

Financial Section

Account Number: 316-41830-9311

<u>FY26 Budget</u>	<u>Requested Budget Amendment</u>	<u>Amended FY26 Budget</u>
\$1,213,764	\$883,162	\$2,096,926

Approved By: A. Myers

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: To approve Ordinance 25-12 on first reading.

ORDINANCE	25-12
PREPARED BY	Myers
1 ST READING	July 10, 2025
2 ND READING	July 24, 2025
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE
FISCAL YEAR 2025-2026 ARPA FUND BUDGET, PASSED BY ORDINANCE 25-10

WHEREAS, the Town of Farragut adopted the fiscal year 2025-26 budget by passage of Ordinance Number 25-10 on June 26, 2025; and

WHEREAS, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, expenses will be greater than budgeted in the ARPA Fund budget; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 25-10 is hereby amended by:

The **ARPA Fund Budget** will be amended by increasing the expenditure from \$1,213,764 to \$2,096,926, an increase of \$883,162.

\$5,000 will be allocated from the fund balance, and \$878,162 in project funding will be reallocated from Fiscal Year 2025 to Fiscal Year 2026.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Resolution R-2025-11, resolution authorizing the use of comparative sealed proposals for the procurement of goods and services for certain projects

Introduction & Background:

The purpose of this agenda item is to approve Resolution R-2025-11 authorizing the use of comparative sealed proposals for the procurement of goods and services for certain projects.

Discussion & Recommendations:

The following list of projects has been identified as projects in the Fiscal Year 2026 budget where qualifications, experience, and competence are considered more critical than cost.

- Public Works Assessment
- Town of Farragut Janitorial Services
- GIS Professional Services
- Visit Farragut website redesign
- Tourism Marketing & Public Relations Services
- Dog Park Restroom Design
- Sand Volleyball Renovation Design
- Automated Traffic Enforcement Program

Section 2-300 of the Farragut Municipal Code authorizes the Town to utilize the Competitive Sealed proposal process.

Project Assessment

1. Public Works Assessment

- **Why RFP:** Involves professional evaluation of facilities, operational flow, and future space planning.
- **Advantage:** Allows the Town to evaluate firm qualifications, prior municipal work, and their vision for improvements.
- **Not just price:** Quality and thoroughness of recommendations are critical.

2. Town of Farragut Janitorial Services

- **Why RFP:** While a service contract, performance, scheduling flexibility, staffing levels, and product use vary by provider.
- **Advantage:** Allows for interviews, cleaning protocols review, and service guarantees.
- **Not just price:** Cleanliness directly affects employee and public satisfaction.

3. GIS Professional Services

- **Why RFP:** GIS requires technical skill, data integration, software familiarity, and long-term system support.
- **Advantage:** Enables review of certifications, proposed technology stack, and service responsiveness.
- **Not just price:** Accuracy and system compatibility are essential.

4. Visit Farragut Website Redesign

- **Why RFP:** A creative and technical project involving UX/UI design, tourism branding, accessibility, and Customer Management System (CMS) integration.
- **Advantage:** Proposals can be judged on design quality, user experience, backend capabilities, and scalability.
- **Not just price:** Aesthetics, performance, and functionality drive tourism impressions.

5. Tourism Marketing & Public Relations Services

- **Why RFP:** Requires strategic thinking, media placement, analytics, and experience in destination marketing.
- **Advantage:** Evaluates creativity, campaign metrics, and tourism expertise.
- **Not just price:** Successful campaigns yield high economic return and require the right partner.

6. Dog Park Restroom Design

- **Why RFP:** Design work includes plans, code compliance, and site-specific challenges.
- **Advantage:** Experience with park facilities, context-sensitive design, and cost-efficiency are important.

- **Not just price:** Design quality and compliance determine usability and durability.

7. Sand Volleyball Renovation Design

- **Why RFP:** Involves site planning, drainage, materials expertise, and recreational standards.
- **Advantage:** Assesses creative approaches, surface recommendations, and amenity integration.
- **Not just price:** The final design must ensure playability, longevity, and safety.

8. Automated Traffic Enforcement Program

- **Why RFP:** Complex service involving legal compliance, data handling, equipment installation, and community education.
- **Advantage:** Allows the Town to evaluate vendor experience, accuracy rates, privacy protocols, and enforcement transparency.
- **Not just price:** Accuracy, legal defense, and vendor reputation are crucial.

Summary of RFP advantages for these projects

- **Flexibility** to evaluate qualitative factors
- **Better alignment** with strategic goals and operational needs
- **Reduced risk** of poor performance or misaligned outcomes
- **Potential for negotiation** and customization
- **Greater transparency** in evaluating complex services

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: To approve Resolution R-2025-11, resolution authorizing the use of comparative sealed proposals for the procurement of goods and services for certain projects.



TOWN OF FARRAGUT

RESOLUTION R-2025-11

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, AUTHORIZING THE USE OF COMPETITIVE SEALED PROPOSALS FOR THE PROCUREMENT OF GOODS AND SERVICES FOR CERTAIN PROJECTS

WHEREAS, pursuant to Tennessee Code Annotated Title 12, Chapter 3, Part 12, municipalities may use competitive sealed proposals in lieu of competitive sealed bids when it is determined that the use of competitive sealed bidding is either not practicable or not advantageous to the municipality; and

WHEREAS, the Town of Farragut has adopted procurement policies in accordance with state law that allow for the use of competitive sealed proposals under certain circumstances; and

WHEREAS, the Board of Mayor and Aldermen desires to authorize the use of competitive sealed proposals for future projects when such method is determined to provide the best value to the town;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, AS FOLLOWS:

SECTION 1. The Board of Mayor and Aldermen hereby authorizes the use of competitive sealed proposals for the procurement of goods and services for town projects when, in the judgment of the Town Administrator and/or Finance Director, and with the approval of the Board, the use of competitive sealed bidding is determined to be either not practicable or not advantageous to the Town.

SECTION 2. This Resolution shall apply to all eligible projects going forward, including but not limited to professional services, complex technology purchases, or projects where evaluation criteria other than price are critical to the selection process.

SECTION 3. The following projects identified in the Fiscal Year 2026 budget are projects where qualifications, experience, and competence are considered more critical than cost:

- Public Works Building Assessment and Architectural Services
- Town of Farragut Janitorial Services
- GIS Professional Services
- Visit Farragut website redesign
- Tourism Marketing & Public Relation Services
- Dog Park Restroom Design
- Sand Volleyball Renovation Design
- Automated Traffic Enforcement Program

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 10th day of July 2025.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of Resolution R-2025-14, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Property Conservation Matching Grant Program

Introduction & Background: The Town's property insurance coverage provider, Public Entity Partners, offers an annual matching grant for security equipment and devices. The objective of the grant program is to help members purchase items designed to protect insured property from damage and loss.

Discussion & Recommendations: Proper security equipment can help prevent harm to Town employees and citizens, protect Town property from damage, and may assist the Town in the recovery of stolen property or monetary reimbursement from an at-fault party for damages. Security equipment will help prevent and record vandalism, theft, damage, and general misconduct on town-owned property. Additionally, cameras and equipment will act as a deterrent to such conduct, assist the Town in pursuing legal action when merited, and help protect the Town from false claims of wrongdoing or negligence.

Public Entity Partners will match what the town spends on approved items to help protect insured property from damage or loss, with the maximum reimbursement amount based on a Property Coverage Classification matrix. The grant requires the attached Resolution be passed by the governing body to authorize participation in the grant program.

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: Motion is to approve Resolution R-2025-14, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Property Conservation Matching Grant Program



Town of Farragut, Tennessee

RESOLUTION: R-2025-14

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN
THE PUBLIC ENTITY PARTNERS'S PROPERTY CONSERVATION
MATCHING GRANT PROGRAM**

WHEREAS, all efforts shall be made to protect town-owned property from various perils that may arise for the Town of Farragut; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the *Property Conservation Matching Grant Program*; and

WHEREAS, the Town of Farragut now seeks to participate in this important program.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee the following:

SECTION 1. That the Town of Farragut is hereby authorized to submit an application for the *Property Conservation Matching Grant Program* through the Loss Control Department of Public Entity Partners.

SECTION 2. That the Town of Farragut is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 10th day of July in the year 2025.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Approval of Resolution R-2025-15, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Judy Housley Safety Matching Grant Program

Introduction & Background:

The Town's insurance coverage provider, Public Entity Partners, offers an annual matching grant for training or equipment purchases related to driver safety. The objective of the grant program is to help members address training needs and safety concerns for employees that operate Town vehicles and purchase items designed to reduce automobile liability claims. The grant is a 50/50 matching grant for training and driver safety related purchases.

Discussion & Recommendations:

Proper training and equipment can help protect town staff and vehicles by encouraging safer driving habits and reducing the number of automobile liability claims. Employees involved in accidents may result in lost time from work, reduced efficiency, and increase the town's insurance premium.

Public Entity Partners will match what the town spends on approved training or equipment purchases related to driver safety with the maximum reimbursement amount based on a Priority Classification matrix. Additionally, the grant requires that the attached resolution be passed by the governing body to authorize participation in the grant program.

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: To approve Resolution R-2025-15, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Judy Housley Safety Matching Grant Program



Town of Farragut, Tennessee

RESOLUTION: R-2025-15

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF FARRAGUT AUTHORIZING THE TOWN TO PARTICIPATE IN
THE PUBLIC ENTITY PARTNERS'S PROPERTY CONSERVATION
MATCHING GRANT PROGRAM**

WHEREAS, the safety and well-being of the employees of the Town of Farragut is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Farragut employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "*Safety Partners*" *Matching Grant Program*; and

WHEREAS, the Town of Farragut now seeks to participate in this important program.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee authorize town staff to submit application for the *Judy Housley Safety Partners Matching Grant Program* through Public Entity Partners; and that the Town of Farragut is further authorized to provide a matching sum for any monies provided by this grant.

Resolved this 10th day of July in the year 2025.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Contract 2026-02, On-Call Pavement Marking

Introduction & Background:

The purpose of this agenda item is to consider bids and award our Annual Pavement Markings contract to the selected contractor.

Each year we advertise a request for bid proposals for the installation of pavement markings for our streets. Proposals are obtained for the various line items we typically see during the given year, and we recommend award of this contract to a contractor based upon their unit prices and their responsiveness (if they've completed this contract in the past) as well as their ability to perform the required work.

Discussion & Recommendations:

We received one bid on June 19, from Volunteer Highway Supply Company Inc. We have attached a tabulation of the bid unit prices, along with a tabulation of the current year's prices. The bid is competitive, particularly with the line items we use most. Staff recommends award of this contract to Volunteer Highway Supply. The Town has worked with Volunteer Highway Supply for many years, and we have always been pleased with their performance.

Financial Section

Account Number: 121-43100-2910

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$50,000	\$50,000	\$0	\$0

Approved By: A. Myers

Recommended By: Eric Schindler, Assistant Town Engineer for approval.

Proposed Motion: Approval of bids and award of Contract 2026-02 to Volunteer Highway Supply Company Inc.



Bid Tabulation Sheet

Bid Title: On-Call Pavement Markings

Bid No. 2026-02

Opening Date & Time: June 19th, 2025 @ 10:00am

2026 Rates -
Volunteer Highway
Supply Co, Inc.

2025 Rates -
Volunteer Highway
Supply Co, Inc.

1.1	Painted Word Pavement Marking (ONLY)	EA	\$ 100.00	\$ 75.00
1.2	Painted Word Pavement Marking (SCHOOL)	EA	\$ 200.00	\$ 150.00
2.1	8" Raised Ceramic Markers/Refl.	EA	\$ 200.00	\$ 100.00
3.1	Durable Reflectorized Pavement Marking (4" Line) 3M All Weather Paint	L. F.	\$ 0.50	\$ 0.45
716-01.11	RAISED PVMT MARKERS (BI-DIRECTIONAL) (1 COLOR LENS)	EA	\$ 10.00	\$ 10.00
716-01.12	RAISED PVMT MARKERS (MONO-DIRECTIONAL) (1 COLOR LENS)	EA	\$ 10.00	\$ 10.00
716-01.13	RAISED PVMT MARKERS (BI-DIRECTIONAL) (2 COLOR LENS)	EA	\$ 10.00	\$ 10.00
716-01.23	SNOW PLOWABLE REFLECTIVE MARKER (BI-DIRECTIONAL) (2 COLOR LENS)	EA	\$ 40.00	\$ 40.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK) 8" LINE	L. F.	\$ 12.00	\$ 10.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSSWALK) 12" LINE	L. F.	\$ 14.00	\$ 12.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S. Y.	\$ 23.00	\$ 22.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L. F.	\$ 15.00	\$ 15.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EA	\$ 250.00	\$ 250.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L. F.	\$ 1.20	\$ 1.20
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L. F.	\$ 1.20	\$ 1.20

716-02.30	RETRACING PAVEMENT MARKINGS - PLASTIC (4" LINE)	L. M.	\$ 4,500.00	\$ 4,200.00
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EA	\$ 200.00	\$ 200.00
716-03.04	PLASTIC WORD PAVEMENT MARKING (SCHOOL)	EA	\$ 500.00	\$ 450.00
716-03.05	PLASTIC WORD PAVEMENT MARKING (BIKE LANE)	EA	\$ 450.00	\$ 450.00
716-04.03	PLASTIC PAVEMENT MARKING (4" DOTTED LINE)	L. F.	\$ 1.00	\$ 1.00
716-04.10	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EA	\$ 275.00	\$ 250.00
716-04.11	PLASTIC PAVEMENT MARKING (BICYCLE SYMBOL W/RIDER)	EA	\$ 475.00	\$ 450.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S. F.	\$ 12.00	\$ 10.00
716-04.13	PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW)	EA	\$ 500.00	\$ 475.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L. M.	\$ 850.00	\$ 685.00
716-05.03	PAINTED PAVEMENT MARKING (CROSS-WALK)	L. F.	\$ 7.00	\$ 5.00
716-05.04	PAINTED PAVEMENT MARKING (CHANNELIZATION STRIPING)	S. Y.	\$ 14.00	\$ 12.00
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L. F.	\$ 8.00	\$ 7.00
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EA	\$ 125.00	\$ 100.00
716-05.08	PAINTED PAVEMENT MARKING (PARKING LINE)	L. F.	\$ 3.25	\$ 3.00
716-05.50	PAINTED PAVEMENT MARKINGS (8" LINE)	L. F.	\$ 1.50	\$ 1.20
716-05.51	PAINTED PAVEMENT MARKINGS (12" LINE)	L. F.	\$ 2.75	\$ 2.50
716-05.60	RETRACING PAVEMENT MARKINGS - PAINTED (4" LINE)	L. M.	\$ 625.00	\$ 600.00
716-05.61	RETRACING PAVEMENT MARKINGS - PAINTED (8" BARRIER LINE)	L. F.	\$ 1.50	\$ 1.00
716-05.62	RETRACING PAVEMENT MARKINGS - PAINTED (6" LINE)	L. M.	\$ 800.00	\$ 775.00

716-05.64	RETRACING PAVEMENT MARKINGS - PAINTED (6" DOTTED LINE)	L. F.	\$ 1.00	\$ 1.00
716-05.72	PERFORMANCE BASED RETRACING SPRAY THERMO 4IN	L. M.	\$ 3,900.00	\$ 3,600.00
716-05.73	PERFORMANCE BASED RETRACING SPRAY THERMO 6IN	L. M.	\$ 4,500.00	\$ 4,200.00
716-06.01	PAINTED WORD PVMT MARK (Handicap Symbol)	EA	\$ 200.00	\$ 150.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L. F.	\$ 1.00	\$ 1.00
716-08.11	REMOVAL OF WORD PAVEMENT MARKING	EA	\$ 100.00	\$ 100.00
716-09.79	THERMOPLST PVMT MARK PROFILE LINE(4")	L. M.	No Bid	No Bid
716-13.01	SPRAY THERMO PVMT MRKNG (60 mil) (4IN LINE)	L. M.	\$ 3,600.00	\$ 3,000.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L. M.	\$ 4,200.00	\$ 3,600.00
716-13.03	SPRAY THERMO PVMT MRKNG (60 mil) (8IN BARRIER LINE)	L. F.	\$ 2.00	\$ 2.00
716-13.04	SPRAY THERMO PVMT MRKNG (60 mil) (4IN DOTTED LINE)	L. F.	\$ 1.00	\$ 1.00
716-13.05	SPRAY THERMO PVMT MRKNG (60 mil) (6IN DOTTED LINE)	L. F.	\$ 1.00	\$ 1.00
716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L. M.	\$ 3,200.00	\$ 2,800.00
716-13.07	SPRAY THERMO PVMT MRKNG (40 mil) (6IN LINE)	L. M.	\$ 3,600.00	\$ 3,400.00
716-13.08	SPRAY THERMO PVMT MRKNG (40 mil) (8IN BARRIER LINE)	L. F.	\$ 2.00	\$ 2.00
716-13.09	SPRAY THERMO PVMT MRKNG (40 mil) (4IN DOTTED LINE)	L. F.	\$ 1.00	\$ 1.00
716-13.10	SPRAY THERMO PVMT MRKNG (40 mil) (6IN DOTTED LINE)	L. F.	\$ 1.50	\$ 1.50
716-13.11	SPRAY THERMO PVMT KRKNG (60 MIL 12IN BARRIER LINE)	L. F.	\$ 4.00	\$ 4.00
716-14.01	PROFILED THERMO PVMT MRKNG AUDIBLE (4IN)	L. M.	No Bid	No Bid
716-14.02	PROFILED THERMO PVMT MRKNG AUDIBLE (6IN)	L. M.	No Bid	No Bid

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Contract 2026-03, On-Call Guardrail Maintenance

Introduction & Background:

The purpose of this agenda item is to consider bids and award our Annual Guardrail Maintenance contract to the chosen contractor.

Each year the Town advertises a request for bid proposals for maintenance of guardrail. Proposals are obtained for the various line items typically seen during the given year, and a recommendation awarded to a contractor based upon unit prices and responsiveness in the past, if applicable, as well as the ability to perform the required work.

Discussion & Recommendations:

Staff received three bids on June 19th. The bidders were Roadway Solutions, LLC, Superior Traffic Control, Inc, and Reynolds Fence & Guardrail, Inc. A copy of the bid tabulation has been attached, and bids are competitive. Staff recommends award of Contract 2026-03 to Roadway Solutions, LLC.

Roadway Solutions has been the Town's contractor for the past several years, and staff have been pleased with their performance.

Financial Section

Account Number: 121-43100-4230

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$ 15,000	\$ 15,000	\$ 0	\$ 0

Approved By: A. Myers

Recommended By: Eric Schindler, Assistant Town Engineer for approval.

Proposed Motion: To approve bids and award of Contract 2026-03 to Roadway Solutions, LLC.



Bid Tabulation Sheet

Bid Title: On-Call Guardrail Maintenance

Bid No. 2026-03

Opening Date & Time: June 19th, 2025 @ 11:00am

		Roadway Solutions LLC		Superior Traffic Control, Inc		Reynolds Fence & Guardrail, Inc.	
Item No.	Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
705-01.01	GUARDRAIL AT BRIDGE ENDS	LF	\$ 150.00	\$ 95.00	\$ 130.00		
705-01.04	METAL BEAM GUARD FENCE	LF	\$ 125.00	\$ 105.00	\$ 90.00		
705-02.01	SINGLE GUARDRAIL WITH RUB-RAIL (TYPE 2)	LF	\$ 47.00	\$ 45.00	\$ 90.00		
705-02.02	SINGLE GUARDRAIL (TYPE 2)	LF	\$ 37.50	\$ 33.00	\$ 34.00		
705-02.03	SINGLE GUARDRAIL (TYPE 2) LONG POST	LF	\$ 44.50	\$ 39.00	\$ 36.00		
705-02.20	SINGLE GUARDRAIL (TYPE 2) LONG POST (6'-9')	LF	\$ 48.50	\$ 43.00	\$ 36.00		
705-02.25	SINGLE GUARDRAIL (TYPE 2) LONG POST (9'-12')	LF	\$ 54.00	\$ 50.00	\$ 51.00		
705-04.02	GUARDRAIL TERMINAL (TYPE 12)	EA	\$ 4,750.00	\$ 3,500.00	\$ 2,800.00		
705-04.03	GUARDRAIL TERMINAL (TYPE 13)	EA	\$ 1,750.00	\$ 1,800.00	\$ 2,100.00		
705-04.04	GUARDRAIL TERMINAL (TYPE 21) (S-GRT-3)	EA	\$ 4,100.00	\$ 4,500.00	\$ 3,200.00		
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3) (TYPE 38) (S-GRT-2)	EA	\$ 4,600.00	\$ 4,500.00	\$ 4,100.00		
705-04.09	EARTH PAD FOR TYPE 38 GR END TREATMENT	EA	\$ 2,500.00	\$ 2,000.00	\$ 3,400.00		
705-04.10	EARTH PAD FOR GUARD RAIL END TREATMENT	EA	\$ 2,300.00	\$ 2,000.00	\$ 3,400.00		
705-04.11	STONE FOR GUARDRAIL END TERMINAL PAD	TN	\$ 105.00	\$ 75.00	\$ 280.00		
705-06.01	W BEAM GR (TYPE 2) MASH TL3	LF	\$ 37.50	\$ 35.00	\$ 34.00		
705-06.20	TANGENT ENERGY ABSORBING TERM MASH TL-3	EA	\$ 4,600.00	\$ 4,000.00	\$ 4,100.00		
705-06.30	GR TERMINAL (TYPE 21) MASH TL2	EA	\$ 4,100.00	\$ 4,500.00	\$ 3,300.00		
706-01	GUARDRAIL REMOVED	LF	\$ 12.50	\$ 6.00	\$ 5.00		
706-03.01	POSTS FURNISHED	EA	\$ 300.00	\$ 250.00	\$ 70.00		
706-06.03	RADIUS RAIL	LF	\$ 54.50	\$ 45.00	\$ 43.00		
706-06.05	RADIUS RAIL ON LONG POST (6-9 FT)	LF	\$ 67.00	\$ 50.00	\$ 48.00		
706-06.06	RADIUS RAIL ON LONG POST (9-12 FT)	LF	\$ 79.00	\$ 60.00	\$ 60.00		
706-10.26	ROUNDED END ELEMENT	EA	\$ 200.00	\$ 250.00	\$ 600.00		
706-10.73	REMOVAL OF GUARDRAIL & POST FOR REUSE	LF	\$ 12.50	\$ 35.00	\$ 6.00		
706-10.82	CONCRETE BRIDGE END OR PIER PROTECTION REPAIR	CY	\$ 10,000.00	\$ 10,000.00	\$ 4,300.00		
712-01	TRAFFIC CONTROL(LANE CLOSURE) (per work order)	EA	\$ 1,200.00	\$ 2,000.00	\$ 2,100.00		
717-01	MOBILIZATION (per work order)	EA	\$ 650.00	\$ 1,000.00	\$ 5,100.00		
717-01.03	MOBILIZATION (emergency work per work order)	EA	\$ 1,300.00	\$ 1,700.00	\$ 5,100.00		

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Contract 2026-06, Visual Stream Assessment

Introduction & Background:

The purpose of this item is to approve a professional services agreement with Civil & Environmental Consultants (CEC) to perform visual assessment of streams within the Town.

Discussion & Recommendations:

The Tennessee Department of Environment & Conservation (TDEC), through its General Permit, requires municipalities to perform a Visual Stream Assessment of all their streams every five years. These assessments are intended to identify and prioritize sources of pollutants such as siltation, pathogens and nutrients. Farragut has 19.3 miles of stream that fall under this requirement. Attached is an agreement with CEC to perform the assessments, with a not-to-exceed fee of \$38,900. CEC has completed similar assessments for the City of Maryville, City of Alcoa, Blount County and City of Gallatin, and is recommended for this service.

Financial Section

Account Number: 110-41670-4900

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$52,000	\$38,900	\$0	\$13,100

Approved By:A. Myers

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve professional services agreement with Civil & Environmental Consultants for visual stream assessments.

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Civil & Environmental Consultants, Inc.** ("Contractor") for professional services for the assignment described as follows:

Project: 2026-06 Visual Stream Assessments

Location: Town of Farragut

Description of Project: Perform a visual stream assessment within the MS4 jurisdiction

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$38,900.00.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before December 31st 2026. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing Workmen's Compensation Insurance as required by state law; General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability with a limit of \$1,000,000; and Professional Liability Insurance with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate.

a. General Liability Insurance and Automobile Liability Insurance shall Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor is required to have pursuant to this Agreement, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend (to the extent of coverage under the Commercial

General Liability provided pursuant to this Agreement), indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages to the extent caused by a negligent act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client (except for professional liability claims). The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. Any duty to defend for professional liability claims will be satisfied by reimbursement of defense costs to the proportionate extent of Contractor's liability.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above to the extent of Contractor's negligence or breach of the professional standard of care.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this

Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fee court c o s t s and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

i. Neither party shall be liable to the other for any special, indirect, punitive or consequential damages.

CLIENT:

Town of Farragut

By:

Printed
Name:

Title:

Date: _____

CONTRACTOR:

Civil & Environmental Consultants, Inc.

By: _____

Printed
Name:

Title:

Date: _____



June 10, 2025

ELECTRONIC SUBMITTAL

apratte@townoffarragut.org

Ms. Anissa Pratte, Staff Accountant
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

Subject: Proposal for MS4 Support Services
 Visual Stream Assessment (RFQ 2026-06)
 Town of Farragut MS4 Stormwater Management
 Knox County, Tennessee
 CEC Project 347-734

Dear Ms. Pratte:

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal and detailed cost estimate to the Town of Farragut (the Town) to provide professional consulting services for assistance with its National Pollutant Discharge Elimination System (NPDES) Small Municipal Separate Storm Sewer (MS4) Permit.

1.0 PROJECT UNDERSTANDING

CEC understands the Town is requesting professional consulting services to assist with their Phase II Municipal Separate Storm Sewer System (MS4) permit requirements. According to the Town's Solicitation Request for Qualifications (RFQ) 2026-06, dated May 1, 2025, the Town is required to perform a Visual Stream Assessment (VSA) on each stream segment within the MS4 jurisdiction with unavailable parameters for siltation, pathogens, and nutrients to identify and prioritize sources of these pollutants of concern. At a minimum, a visual stream survey must be performed immediately upstream and downstream of each MS4 outfall that discharges into that stream segment. All stream segments with unavailable parameters in the permitted jurisdiction must be surveyed once every five-year period.

CEC provided the Town with a Statement of Qualifications (SOQ), dated May 23, 2025, and you replied in an email on June 5, 2025, that CEC was selected for further consideration. You requested a proposal and detailed cost estimate for CEC to provide VSA services as required by the Town’s MS4 permit. This proposal describes our understanding of the project, proposed scope of services, schedules, limitations and exclusions, and fees.

2.0 VSA SCOPE OF SERVICES

CEC prepared this scope of services based on our understanding of the Town’s RFQ and Addendums 1 and 2, dated May 20, 2025. CEC identified approximately 19.3 stream miles within the Town’s MS4 for potential VSA as detailed in Table 1 below.

Table 1: Summary of VSA Segments

TDEC Stream Name	TDEC ID	HUC 12	Impairment	Approximate Stream Miles*
North Fork Turkey Creek / Turkey Creek	TN06010201340_1000	060102010208 Turkey Creek	<i>E. coli</i> , Sedimentation/Siltation	7.2
Little Turkey Creek	TN06010201037_1000	060102010208 Turkey Creek	Habitat Alteration, Sedimentation/Siltation	12.1
Total Miles				19.3

*Actual total stream length will depend on property access and proximity to MS4 outfalls

CEC proposes to perform a VSA on segments of North Fork Turkey Creek, Turkey Creek, and Little Turkey Creek within the limits shown on attached Figure 1. Visual assessments will be performed using the Maryland Department of Natural Resources’ Stream Corridor Assessment Survey (2001) (Maryland Protocol) and will focus on areas “immediately upstream and downstream of each MS4 outfall that discharge into an impaired stream segment” and are located within the Town limits. Field crews will utilize survey forms developed in ArcGIS Survey123 and Field Maps to efficiently collect and upload data and photographs directly to geodatabase fields.

Field data will then be compiled and summarized to develop a summary map showing the visual assessment locations.

CEC will prepare a report for your review of the VSA efforts consisting of a brief description of the areas evaluated, a series of maps depicting these locations, Google Earth .kmz file for viewing all features collected (including photographs), an ESRI file geo-database, and .shp files of raw data collected during the VSA. CEC can be available to meet with you to review the collected information and confirm that the Town receives the data in a compatible and usable format. This task includes one meeting between our project team and you.

3.0 ASSUMPTIONS

This scope of work and cost estimate is based on the following assumptions:

- Costs associated with other MS4 Permit compliance requirements outside of the VSA task above are not included in this scope and fee. If the Town requires additional services outside of what is proposed herein (e.g., pathogen monitoring, benthic macroinvertebrate sampling), CEC will prepare a separate scope of work and associated cost information.
- The Town will provide copies of existing permits and prior monitoring plans, data, and reports to assist with CEC's assessments.
- Field schedules are subject to weather conditions and adverse flow conditions.
- The 303(d) listed stream segments identified were derived from the latest TDEC online database (viewed on June 9, 2025) in conjunction with information provided by the Town.
- Property access to all 303(d) listed stream segments is not assumed. CEC also understands that the Town does not have existing access agreements with the property owners. Therefore, the actual VSA length will depend on property access and proximity to 100 feet upstream/downstream of MS4 outfalls. If property access is not granted by the property owners and particular outfalls and stream segments cannot be accessed, CEC will note this in the geodatabase.

If project requirements are different than those assumed herein, or additional services are required during the execution of services outlined above, such that our fee is expected to be exceeded, the Town will be contacted to discuss these requirements and obtain approvals before proceeding with additional services.

4.0 FEE AND SCHEDULE

As stated in CEC's SOQ, we are prepared to develop the geodatabase by August 1, 2025, and will perform the data collection between October 15, 2025, and March 1, 2026 (to allow for better access and visibility after leaf fall). The report and geodatabase deliverable will be completed and provided to the Town by May 1, 2026.

CEC will conduct the scope of work described herein on a time and materials basis. Invoicing of professional services will be at 2.1 times labor cost, and we estimate a budget of \$38,900 for the VSA. The cost is based on CEC's current understanding of the Town's sampling needs and TDEC's requirements, and includes time for geodatabase development, data collection and analysis, travel expenses, deliverables, and project management. You will only be charged for time spent. If these needs should change, the scope can be adjusted to reflect those changes and the cost adjusted accordingly. CEC will not exceed the proposed budget without first obtaining your authorization for the increased cost.

5.0 TERMS AND CONDITIONS

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed. Your written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

6.0 CLOSING

CEC is grateful for the opportunity to work with the Town in this effort. We appreciate your interest in our services and look forward to working with you to complete a successful project. If

Ms. Anissa Pratte – Town of Farragut
CEC Project 347-734
Page 5
June 10, 2025

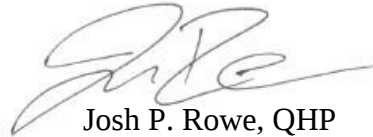
you have any questions concerning this proposal or wish to discuss this project in more detail,
please feel free to contact us.

Warm Regards,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Sarah A. Rowe, PWS, QHP
Project Manager



Josh P. Rowe, QHP
Project Ecologist

Reviewed by:
Greg Babbitt, PWS, QHP, Principal

Attachment: Figure 1 – Visual Stream Assessment Reaches
Terms & Conditions

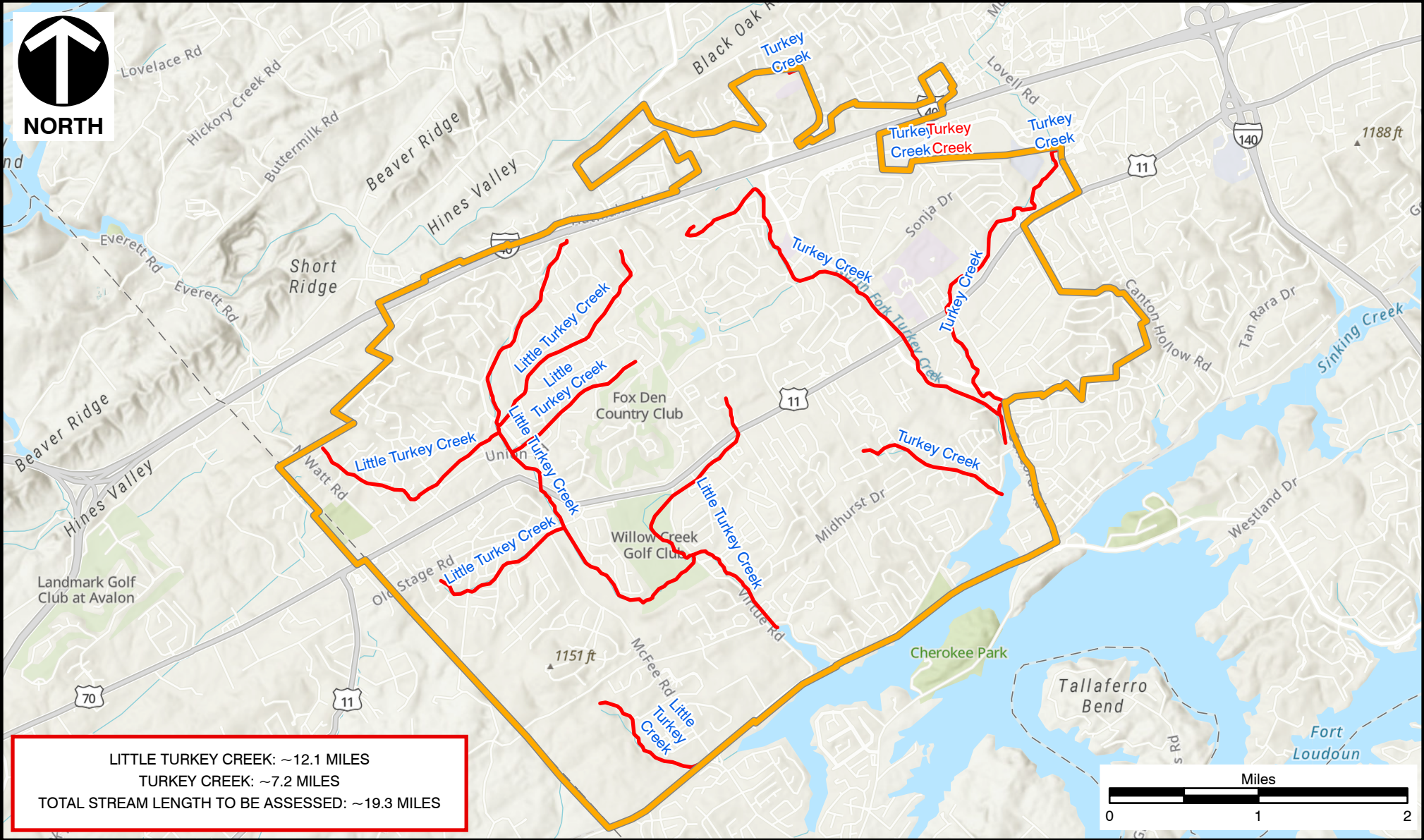
CEC's Schedule of Terms and Conditions, which governs the proposed work, is attached. CEC's proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC's consent. CEC reserves the right to revise, adjust or withdraw this proposal if not accepted by Town of Farragut within thirty (30) days of the date of the proposal. Your written acceptance below will form a binding contract pursuant to the attached Terms and Conditions. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of Town of Farragut.

CEC Project 347-734, dated 06/10/2025

ACCEPTED BY: **TOWN OF FARRAGUT**

Signature: _____ Date: _____

Name: _____ Title: _____



LEGEND TOWN OF FARRAGUT MS4 LIMITS TDEC LISTED STREAMS NOT SUPPORTING	 Civil & Environmental Consultants, Inc. www.cecinc.com	TOWN OF FARRAGUT MS4 VISUAL STREAM ASSESSMENT KNOX COUNTY, TENNESSEE
DRAWN BY: SAR	CHECKED BY: JPR	APPROVED BY: GB*
DATE: 6/9/2025	SCALE: 1" = 4,800'	PROJECT NO: 347-734
	FIGURE NO: 1	

TERMS AND CONDITIONS

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #2272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

END OF TERMS

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Amendment to the Professional Services Agreement with Ross/Fowler, PC for Construction Services for McFee Park Phase 4

Introduction & Background:

The purpose of this item is to approve an amendment to an agreement with Ross/Fowler, PC for additional construction services and adjustment to their fee schedule related to the McFee Park Phase 4 project.

Discussion & Recommendations:

Ross/Fowler’s current agreement for the McFee Park project includes compensation for up to 16 site visits during the construction phase. Due to project delays—primarily caused by adverse weather conditions—additional site visits and progress meetings have been required beyond the originally anticipated scope.

To accommodate these unplanned services, an increase in fees will be necessary. We estimate that up to an additional 32 hours will be accrued through a combination of site visits and status meetings, not to exceed \$4,400. Charges for the additional site visits will be billed in accordance with Ross/Fowler’s 2025 billing rates, as outlined in the attached schedule.

Staff recommends approval of:

- The authorization for Ross/Fowler to conduct additional site visits and meetings as needed, and
- The application of the 2025 billing rates as specified in their agreement.

Financial Section

Account Number: 316-41830-9311

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$2,852,501	\$4,400	\$2,847,501.33	\$599.67

Approved By: A. Myers

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve an amendment to the professional services agreement with Ross/Fowler, PC for McFee Park Phase 4, for additional construction services at their current 2025 hourly rates.

ROSS/FOWLER

LANDSCAPE ARCHITECTURE
URBAN DESIGN & PLANNING

June 13, 2025

Mr. Darryl Smith
Town of Farragut
Farragut Community Center
239 Jamestowne Blvd. Suite 201
Farragut, Tennessee 37934

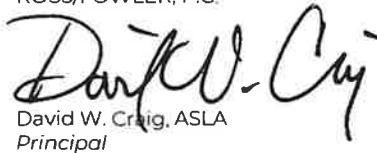
RE: McFee Park Phase 4
Notification of Site Visits

Dear Mr. Smith:

Pursuant to the terms of the contract, this is to notify you that Ross/Fowler has made sixteen (16) site visits to McFee Park Phase 4. Future site visits will be billed hourly as Additional Services in accordance with the terms of the contract. Please let us know if you have any questions.

Sincerely,

ROSS/FOWLER, P.C.


David W. Craig, ASLA
Principal

c: Teresa Ferguson
Patrick Brown



ROSS/FOWLER

LANDSCAPE ARCHITECTURE
URBAN DESIGN & PLANNING

June 13, 2025

Mr. Darryl Smith
Town of Farragut
Farragut Community Center
239 Jamestowne Blvd. Suite 201
Farragut, Tennessee 37934

RE: McFee Park Phase 4
Change in Hourly Rates

Dear Mr. Smith:

Pursuant to the terms of the contract, this is to notify you that Ross/Fowler's hourly rates have changed. Please see attached Ross/Fowler 2025 Hourly Rates. The new rates will be added to the contract in the next amendment to the Professional Services Agreement. Please let us know if you have any questions.

Sincerely,

ROSS/FOWLER, P.C.


David W. Craig, ASLA
Principal

c: Teresa Ferguson
Patrick Brown

Attachment: Ross/Fowler 2025 Hourly Rates



ROSS/FOWLER, P.C.
HOURLY RATES
2025

Firm Principal

Principal.....\$200/hr. - \$225/hr.

Firm Management

Project Manager III.....\$155/hr. - \$165/hr.

Project Manager II.....\$140/hr. - \$150/hr.

Project Manager I.....\$120/hr. - \$135/hr.

Firm Professional Staff

Landscape Architect V.....\$145/hr. - \$155/hr.

Landscape Architect IV.....\$130/hr. - \$140/hr.

Landscape Architect III.....\$115/hr. - \$125/hr.

Landscape Architect II.....\$105/hr. - \$115/hr.

Landscape Architect I.....\$95/hr. - \$105/hr.

(Rates subject to change periodically)

