

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

February 13, 2014

WORKSHOP

6:15 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. January 23, 2014
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 14-02, ordinance to amend Ordinance 13-19 Fiscal Year 2014 Budget, Capital Investment Program
- VII. Business Items**
 - A. Approval of Professional Services Agreement for the 2014 Branding and Marketing Campaign
 - B. Approval for Engineering Design Services for the Intersection Improvements at Watt Road/Kingston Pike
 - C. Approval of Request for Supplement from McGill & Associates for Construction Services
- VIII. Town Administrator's Report**
- IX. Attorney's Report**

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability 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.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Workshop – Outdoor Classroom/Possible Budget Amendment

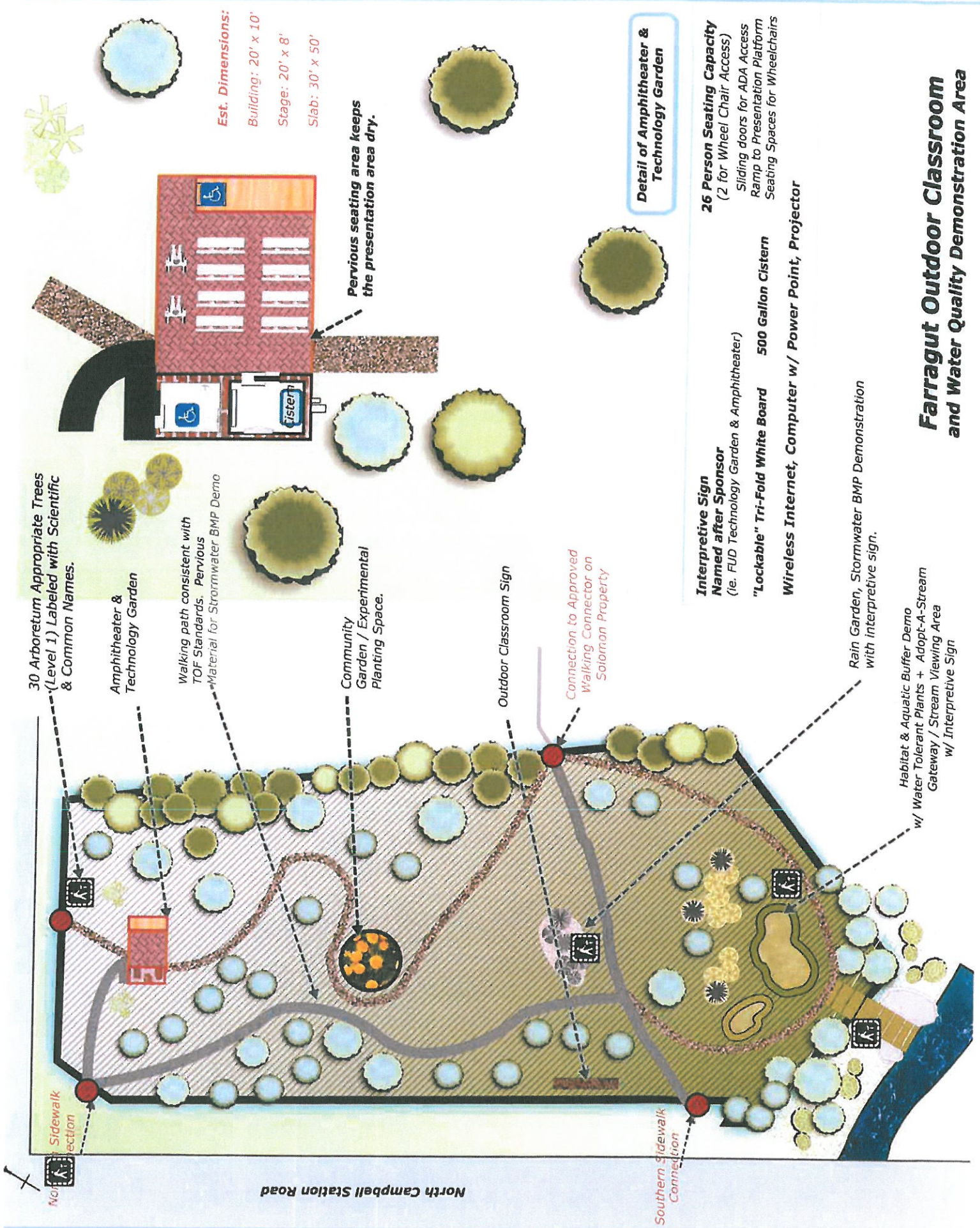
INTRODUCTION: Staff opened bids for the proposed Outdoor Classroom project on Campbell Station Road on January 28. Low bid for the project was \$355,774.00. At this time, we have approximately \$196,000 remaining in our budget for the project.

BACKGROUND: In 2010, the Town's Stormwater Coordinator, Jason Scott, proposed the idea of creating an outdoor classroom and water quality demonstration area on the Town's property near the entrance to Farragut High School on Campbell Station Road. The project, similar to the outdoor classroom in Halls, is intended to provide a variety of learning experiences for students and teachers at Farragut Schools, as well as the greater Farragut community. In addition, the project will provide physical examples of water quality Best Management Practices, in keeping with the educational components of our NPDES stormwater permit. Originally considered to be a rather modest "natural" use of the space, the project grew considerably from a variety of inputs as the Concept plan was finalized. Unfortunately, we did not increase the project's budget, as many of the additional elements were added after our Capital Investment Plan was completed. This oversight has resulted in the need to amend the Town's budget if the Board wishes to proceed with the project as designed. At this point, three options are available:

1. **Eliminate the project.** Please note that this project has been considered a priority project in the Town's Strategic Plan.
2. **Remove elements of the project to reduce costs.** Unfortunately, some elements of the project are essential to the full development of the Classroom's use. Some of the more expensive elements (landscaping, irrigation, etc.) should remain (in staff's opinion) for various reasons, while others (the rainwater harvesting feature) are tied to our funding (approximately \$30,000 in grants). We will present more information on this at the Workshop on February 13.
3. **Amend our Budget and proceed with the project.** As this project contains a variety of specialty elements, accurate estimation of costs has been difficult. Additionally, the relatively small size of the project adds to the difficulty of accurately predicting bids. Upon close review of the bid tabulations, it does not appear that our bids are high. Unfortunately, we simply set our budget too low, and failed to properly adjust as the concept was finalized.

While it is tempting to eliminate several expensive elements to reduce the total costs to our original budget, we must also consider the cost to add important elements back to the site at a later date. Most likely, adding some of these elements later would increase the costs considerably. Staff's recommendation is that the Board approve a budget amendment to fund the cost of the full project.

Please see the attached drawings, which include the original concept and the final concept.



Farragut Outdoor Classroom and Water Quality Demonstration Area



OUTDOOR CLASSROOM CONCEPT

FOR

TOWN OF FARRAGUT, TENNESSEE

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN **January 23, 2014**

BEER BOARD MEETING
6:00 PM

BMA MEETING
7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. January 9, 2014
- VI. Business Items**
 - A. Approval of Resolution R-2014-02, Declaring Certain Town Property to be Surplus Property
 - B. Approval of Resolution R-2014-03, Renaming of Campbell Station Park
 - C. Approval of Contract for Retail Strategies
- VII. Town Administrator's Report**
- VIII. Attorney's Report**

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The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, January 23, 2014 at 7:00 p.m. Members present were Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Mayor McGill, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of January 9, 2014 as presented. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Business Items

Approval of Resolution R-2014-02, Declaring Certain Town Property to be Surplus Property

Motion was made to approve Resolution R-2014-02, Declaring Topcon GMS-2 GPS Unit as surplus property. Moved by Alderman Honken, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Approval of Resolution R-2014-03, Renaming of Campbell Station Park

Motion was made to approve Resolution R-2014-03, to rename Campbell Station Park to Founders Park at Campbell Station. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Approval of Contract for Retail Strategies

Motion was made to approve the retail recruitment services agreement with Retail Strategies, LLC in the amount of \$25,500. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the Intro to Farragut class had begun.

Meeting adjourned at 7:15 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Ordinance 14-02, ordinance to amend Ordinance 13-19 Fiscal Year 2014 Budget

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 14-02, to amend the Fiscal Year 2014 Capital Investment Program.

DISCUSSION:

Ordinance 13-24 will amend the budget to reflect the following:

- The Capital Investment Program will be amended by increasing the appropriated expenditures by \$255,250.
 - A portion of the funds for the Outdoor Classroom were budgeted in Fiscal Year 2013 in the amount of \$100,000 but only \$9,750 was expended, therefore the remaining \$90,250 must be appropriated in the current budget.
 - Due to project costs an additional \$165,000 is needed for the project. The additional funds will come from CIP reserves.
 - The project also has approximately \$30,000 in grants that will be reimbursed once the project is complete.

RECOMMENDATION BY: Town Recorder Allison Myers for approval.

PROPOSED MOTIONS: Motion to approve Ordinance 14-02 on first reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY: Darryl W. Smith, PE****SUBJECT: Workshop – Outdoor Classroom/Possible Budget Amendment**

INTRODUCTION: Staff opened bids for the proposed Outdoor Classroom project on Campbell Station Road on January 28. Low bid for the project was \$355,774.00. At this time, we have approximately \$196,000 remaining in our budget for the project.

BACKGROUND: In 2010, the Town's Stormwater Coordinator, Jason Scott, proposed the idea of creating an outdoor classroom and water quality demonstration area on the Town's property near the entrance to Farragut High School on Campbell Station Road. The project, similar to the outdoor classroom in Halls, is intended to provide a variety of learning experiences for students and teachers at Farragut Schools, as well as the greater Farragut community. In addition, the project will provide physical examples of water quality Best Management Practices, in keeping with the educational components of our NPDES stormwater permit. Originally considered to be a rather modest "natural" use of the space, the project grew considerably from a variety of inputs as the Concept plan was finalized. Unfortunately, we did not increase the project's budget, as many of the additional elements were added after our Capital Investment Plan was completed. This oversight has resulted in the need to amend the Town's budget if the Board wishes to proceed with the project as designed. At this point, three options are available:

1. **Eliminate the project.** Please note that this project has been considered a priority project in the Town's Strategic Plan.
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Please see the attached drawings, which include the original concept and the final concept.

ORDINANCE	14-02
PREPARED BY	Myers
1 ST READING	February 13, 2014
2 ND READING	
PUBLISHED IN	
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2013-2014 BUDGET, PASSED BY ORDINANCE 13-19**

WHEREAS, the Town of Farragut adopted the fiscal year 2013-14 budget by passage of Ordinance Number 13-19 on June 27, 2013; 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 for the General Fund and Insurance Fund will be greater than budgeted; 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 2013-2014 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 13-19 is hereby amended by:

- Increasing the appropriated expenditures in the Capital Investment Program by \$255,250. Expenditures for the Capital Investment Program will total \$7,262,750.
 - Outdoor Classroom, increase of \$255,250

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.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** David Smoak, Town Administrator **SUBJECT:** Approval of Professional Services Agreement for the 2014 Branding and Marketing Campaign

INTRODUCTION: The purpose of this item is to approve a professional services agreement with North Star Destination Strategies for branding and marketing campaign services to be provided to the Town of Farragut.

BACKGROUND: The Town has never in its 34-year history embarked on a full scale branding and marketing campaign, complete with a comprehensive system of research. The Board of Mayor and Aldermen identified a need for this in the Strategic Plan and funds were set aside in the FY2014 budget for this purpose.

DISCUSSION: Parks and Leisure Services staff put together a comprehensive Request for Proposals for a 2014 Branding and Marketing Campaign in the fall of 2013. Fifteen public relations and/or marketing firms submitted a proposal. A committee of five, including staff, a member of the Economic Development Committee and the executive director of the Farragut Business Alliance, scored the proposals and narrowed the field to four firms. Those four firms were interviewed, and the committee unanimously recommended North Star Destination Strategies as their first choice.

The Request for Proposals included four stages: 1-Research, 2-Position/Discovery, 3-Establishing Identity and 4-External/Internal Marketing Plan. While all four stages were critical for this project, the committee was especially interested in the process each firm would use in the first two phases: research and position/discovery.

The committee felt that all the interviewed firms were capable of handling the marketing plan but that North Star was the best fit overall for the Town of Farragut due to their research component. They have a very well-tested method called "Community BrandPrint," which provides research, strategy, creativity, action and education, and have provided these services to approximately 175 communities in the last 13 years. Many of the communities are similar in size and type to Farragut. The committee was especially impressed with their research methods and staff, many of whom they have hired from the State of Tennessee's Economic Development Department.

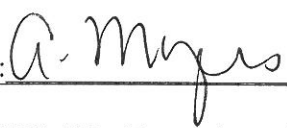
Staff spoke with four references, all of which were extremely positive. One reference stated that on a scale of 1 to 10, they would give North Star a 15. A recent article in the Yukon Review (Yukon, Oklahoma) quoted their Mayor as saying that "the investment (their contract for the study with North Star) was a fraction of the return that we're going to see as a result of the time and money that went into it." At the time that the contract was presented to the Yukon City Council, this Mayor actually voted against the contract because he thought it redundant but admitted at the end of the study that he was wrong.

The proposed agreement includes all the services as outlined in their attached proposal at a cost of \$62,000 plus travel expenses not to exceed \$2,000. The proposed timeline is approximately 36 weeks from the time of notice of contract approval. The proposed process by North Star includes:

- Stage 1:
 - Education and Buy In (Helping stakeholders understand branding)
 - Research and Planning (What are the current brand perceptions?)
- Stage 2: Insights (Where is the heart of your brand?)
- Stage 3: Creativity (How should your brand look, feel and sound?)
- Stage 4: Action (How should your brand be integrated?)
- Additional Scope: Evaluation (How is the brand performing?) This includes a 12-Month Check Up and Recommended Measures of Accountability.

Attached to the report is a copy of the North Star proposal and agreement for services.

FINANCIAL SECTION:

Account Number: 110-47200-254			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Year to Date Expenses</u>	<u>Remaining Amount</u>
\$75,000	\$64,000	\$0	\$11,000
Approved By: 			

STRATEGIC PLAN: Execution of this agreement would be consistent with the Board of Mayor and Aldermen’s Strategic Plan **Goal 2: Strengthen the Local Economy** and is a priority item in this year’s **Management Agenda** in developing a Tourism and Economic Development Marketing Plan.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the attached 2014 Branding and Marketing Campaign agreement with North Star Destination Services for \$62,000 plus expenses not to exceed \$2,000.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

LETTER OF AGREEMENT BETWEEN THE TOWN OF FARRAGUT AND
NORTH STAR DESTINATION STRATEGIES, INC.

1. This is written to detail the terms of an Agreement whereby North Star Destination Strategies, Inc. (hereinafter referred to as North Star) is to develop a Community BrandPrint™ for the Town of Farragut (hereinafter referred to as the Client) under the general direction of and for the benefit of the Client.
2. North Star's work and its compensation are described below:
 - a. North Star will provide a Community BrandPrint for the Town of Farragut. The general outline of such a document is attached as part of the Contract as Exhibit A.
 - b. A fee of \$62,000 will be paid to North Star for third party research expenditures and for time involved in the production of a Community BrandPrint™ which is not to exceed three hundred and fifty-six hours (356) hours. The agreed upon maximum three hundred and fifty-six hours (356) hours to be dedicated to the project will be the governing factor in the depth of the Document. North Star will not exceed the maximum number of hours for the project outlined in Exhibit A.
 - c. Any additional requests of North Star beyond the agreed upon Document and designated hours will be billed at the blended rate of \$150.00 per hour. Should additional work be requested, for work beyond the scope of this Agreement, North Star will receive written approval of the additional related cost prior to initiating work.
 - d. Outside costs such as travel and required data entry shall be billed at a net rate (out-of-pocket cost) to the client. Mileage shall be billed at the rate of 56.5 cents per mile. North Star does not bill for copying, fax or courier. North Star agrees to place a \$2,000 cap on these items.
3. Prior to beginning the work contracted, the Client will pay North Star \$15,000 as an advance on the cost of the work to be performed. After week 10 of this Agreement, North Star will be entitled to receive an additional \$10,000 provided the work described in Exhibit A is progressing as described in the timeline. After week 22, North Star will be entitled to receive an additional \$15,000 conditioned upon the completion of the Understanding and Insights Presentation. After week 28 of this Agreement, North Star will be entitled to receive an additional \$10,000 provided the work described in Exhibit A since the Understanding and Insights Presentation has progressed as described in the timeline. Upon completion and delivery of the final report, North Star shall be entitled to receive the final \$12,000 due for its work pursuant to this Agreement.

A service charge of 1-1/2% (18% per annum) will be charged on all sums not paid within a 30-day period after date of billing. If either party to this agreement pursues legal action in order to enforce the Agreement, then the prevailing party in such legal action shall be entitled to recover from the non-prevailing party all costs of collection and a reasonable attorney's fee.

4. Notwithstanding any other provisions hereof, North Star or the Client may terminate this Agreement at any time upon fifteen days written notice to either parties. If termination of the Agreement is requested by the Client prior to completion of the Document, the Client will remain responsible for payment of all hours involved in the preparation of the Document prior to said termination at a rate of \$150.00 per hour. Client will be responsible for payment of any outside cost incurred prior to the termination including costs of materials ordered or delivered thereafter if North Star is unable to halt such delivery. Under no circumstances will North Star be obligated to breach any lawful contractual commitment to others.
5. Upon termination of this Agreement, North Star shall transfer, assign and make available to the Client, or its representatives, all property and materials in its possession or control belonging to the Client and paid for by the Client. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, North Star and Client agree that for the purposes of this order the material shall be a work made for hire and the property of the Client. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event North Star hereby assigns all right, title and interest to said material to Client for the fees specified herein. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.
6. The Client agrees to cooperate with North Star in the performance of the Services, including meeting with North Star and providing North Star with such non-confidential information that the Client may have that may be relevant and helpful to North Star's performance of the Services. It may be necessary for the Client to share trade secrets and/or other confidential and/or proprietary information or matter with North Star. The parties agree that such information and the materials referenced in the contract, the results and developments there from are confidential and/or proprietary information belonging to the Client.

North Star agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. North Star will be responsible for its employees or agents complying with the provisions of this Agreement.
7. Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider.

8. To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, North Star will conduct a trademark registration search with the United States Patent and Trademark Office via their web site:
<http://www.uspto.gov/main/trademarks.htm>. North Star will report any records found relating to the strapline. The pursuit of an official, legally-binding trademark is the responsibility of the Client.
9. This Agreement may be modified only upon the written and mutual consent of both parties. This Agreement and the documents referenced herein embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

Town of Farragut

Ralph McGill
Mayor

Date

North Star Destination Strategies



Don R. McEachern
President / CEO

2/3/14

Date

SCOPE OF WORK

1. EDUCATION AND BUY-IN (STAGE I)

Helping stakeholders understand branding

One of the most valuable skills North Star brings to the branding table is an understanding of how best to navigate the political waters that surround such a project. This “intangible” benefit is strictly a result of experience. We know when projects can derail, how to maneuver difficult political situations and who to include in the process. And we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.

North Star also provides tactics for the use of a brand as a pivotal rallying point to help forge win-win partnerships between the public and private sector. Such partnerships can help fund the brand initially and eventually fund its integration into the community. In addition, working toward the common goal of the brand inspires non-siloed teamwork within the public sector that results in more effective use of limited resources.

Early understanding is also critical to the smooth implementation of a community brand. Educating your citizens, businesses and stakeholders on the purpose, process and possibility of a brand early is the first step in achieving buy-in from these important audiences. North Star has created an array of educational tools designed to elicit understanding of and support for the Farragut branding initiative.

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to private and public sector stakeholder groups (determined and assembled by client) for purposes of educating and furthering buy-in of community branding

Press Release: General discussion on what a brand is and does. Highlight need for the public’s help during the process

Educational PowerPoint: Community branding PowerPoint presentation given to client for use in making additional presentations, for distribution to interested parties or for placement on community websites

Educational Brochure: For distribution to general public if needed:

- *North Star will work with Farragut to write and lay out the brochure to the point of a print-ready file*
- *Farragut is responsible for providing information for customized writing and printing*

SCOPE OF WORK

2. RESEARCH AND PLANNING (STAGE I)

What are current brand perceptions?

This stage addresses the current positioning of the community; in other words, how Farragut is perceived by visitors, stakeholders (elected officials, staff, civic organizations, faith based organizations, etc.), residents, businesses and prospective visitors. We evaluate the environment, the competitive situation, community attitudes, current communications, and perceptions of target audiences and their influencers. North Star strongly advocates a mixed method approach to research where quantitative studies tell you “What” and qualitative studies tell you “Why”. Only through mixed methodology can your destination obtain a true picture of where your brand is now, why, where it should be and how that preferred identity can best be accomplished.

COMMUNITY

Situation Analysis: Questionnaire and meeting with stakeholder groups to understand your primary objectives, general history, political landscape, resources, competitors, etc.

Research and Planning Audit: Comprehensive review of research and planning documents. Including, but not limited to the town's annual report, comprehensive land use plan, parks and leisure services master plan, etc. This review will emphasize the Farragut Strategic Plan 2025 as a basis for brand development.

Communication and Media Audit: Review of existing marketing materials from public and private sector stakeholders as well as recent press related to Farragut.

Familiarization Tour: Tour of commercial sites, business and technology parks, housing developments, downtown, retailers, restaurants, outdoor recreation areas, parks, the arts, etc.

Key Stakeholder Interviews (20): One-on-one interviews with key stakeholders to gather perceptions.

Stakeholder Focus Group (2): An in-depth group discussion with the individuals responsible for driving the branding initiative.

Vision Survey (200 Distributed): An open-ended questionnaire distributed to the community leaders of Farragut.

Online Community Survey (Unlimited Respondents): A quantitative version of the Vision Survey posted online for community-wide participation and promoted using social media.

Brand Barometer: A tool to measure the strength of Farragut's reputation relative to the rest of the United States as a place to live, work and play.

Undercover Interviews (15-20): Informal discussions with residents, local merchants and visitors.

Tapestry® Resident vs. Region Profile: A detailed market segmentation report created with ESRI's Arcview, Tapestry and Business Analyst software - including U.S. Census Bureau data and consumer buying behavior data from Mediamark Research Intelligence (MRI)

- *Who Report: Resident socio-economic classifications*
- *What Report: Profile of resident lifestyle habits such as media usage, travel behavior, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies.*

SCOPE OF WORK

CONSUMERS

Consumer Mapping: Origin information from existing databases (inquiries, lodging properties, attractions, etc.)

Online Brand Monitoring: Review of your online reputation that measures quantity and quality of Farragut's online "mentions" plus the current topics of discussion and keywords surrounding Farragut. Will be used to guide brand action for purposes of online marketing strategy suggestion and product development.

Top Business Prospects: A proprietary program that identifies a list of top business prospects using the combination of a psychographic workforce profile and current successful industries in Farragut. It then determines complementary businesses within a predetermined mile radius. This data will also be applied nationwide to cities that have a similar population size and workforce to pinpoint areas of opportunity for Farragut. Will be used to guide brand action for purposes of economic development.

Tapestry® Consumer Profile: Detailed psychographic report describing consumers to Farragut using merchant or visitor records.

- *Who Report:* Consumer demographic and socio-economic classifications; this report also compares your consumers to the profiles of your community. In other words, are your residents like or unlike your visitors?
- *What Report:* Profile of consumer lifestyle and media habits such as media usage, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies, travel behavior and more
- *Where Report:* Grid showing relative comparisons of feeder markets based on the highest concentration of core consumers

Qualitative Perception Study (20-30): Telephone interviews to gather insights from influencers to include, but not limited to: economic development prospects, site selectors, relocation executives, meeting planners, group tour operators, regional, state-level economic development & tourism executives.

Quantitative Perception Study (200+ Completes): Survey conducted using a statistically significant random sampling of consumers and non-consumers in outside markets. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Farragut will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation.

Consumer and Non-Consumer Awareness and Perception Study: Survey conducted using a random sampling of consumers; specifically, the survey measures:

- o Overall awareness and perceptions of Farragut
- o Overall awareness and perceptions of the competition
- o Consumer visitation patterns to Farragut
- o Attitudes regarding Farragut's strengths and weaknesses
- o Consumer opinions regarding what needs to be added or taken away
- o Changes in consumer perceptions of Farragut after visiting
- o Patterns of visitation activities associated with consumer's primary purpose of visitation

SCOPE OF WORK

COMPETITION

Competitive Positioning Review: A brand message assessment to evaluate Farragut position relative to the competition

Competitive Perception Review: During every phase and study of the research process we look for opportunities to learn more about Farragut's top competitors, including internal and external awareness and perceptions of their strengths and weaknesses. All findings are combined in a competitive review that paints a succinct picture of the competition. Specifically the vision survey, online community survey, quantitative perception study, focus groups, stakeholder interviews, undercover interviews and the qualitative perception study inform the competitive perception review. Should time allow, North Star will also include a site visit to nearby competitors.

SCOPE OF WORK

3. INSIGHTS (STAGE II)

Where is the heart of your brand?

The goals for this initiative may involve a number of elements: cohesive community identity and consistent marketing efforts, collective community conscience, uncovering community uniqueness, developing a community presentation to economic development prospects, highest use of available resources, resident recruitment/retention and gross receipts. Branding influences these goals by influencing expectations and affecting attitudes, thus affecting behavior and usage. The most successful brands establish an emotional – not simply an intellectual – connection. Our insights come from asking a number of thought-provoking questions. What brand “story” does the research tell? What emotional attachments can the brand hold? What are Farragut’s core values? How does the brand fit into the consumer’s lifestyle? How can the brand best be used to elicit Farragut’s desired emotional/behavioral responses? It is from these insights that we determine the overall positioning of the brand.

These insight questions are compiled in a succinct storyline that leads directly to Farragut’s strategic brand platform (positioning statement). This platform is the **critical touch point for all branded activity moving forward**. For maximum brand impact, all efforts, thoughts, communications and actions should literally and symbolically support its essence.

- 📌 **Situation Brief:** Review of all research findings
- 📌 **Blue Sky Meeting:** Internal session for developing insights based on significant research patterns and findings
- 📌 **“Understanding and Insights” Presentation:** Comprehensive review of all relevant research and recommended strategic direction
- 📌 **Brand Platform Statement Development:** The guiding statement for the management and development of your brand including:
 - Target audience: Consumers for whom destination has the most appeal*
 - Frame of reference: Geographic context of the destination*
 - Point of difference: What makes your destination special*
 - Benefit: Why it should matter to the consumer*

NOTE: Here, we conduct a meeting to present all of the research findings as well as our recommended brand positioning based on those findings. Brand Platform approval is required before proceeding.

SCOPE OF WORK

4. CREATIVITY (STAGE III)

How should your brand look, feel and sound?

In this stage, all the data and high-level strategies are transformed into tangible creative products that embody your brand. Straplines and logos (with graphic standards) are created. Foundation creative recommendations and looks are created including targeted marketing messages and advertising, digital design and content recommendations (web portal, social media), collateral materials, stationery and a color palette. Additional deliverables may also be developed including environmental applications, signage, promotional items, economic development prospecting packages and more.

- ✦ **Written Creative Concepts (3):** Three different written concepts including strapline options for communicating your brand will be developed.
- ✦ **Logos (5) & Graphic Identity Looks (2):** This collaborative process results in a unique and memorable visual identity for your brand. In a word, how will your community's brand look?

Note: There is critical collaboration that takes place at this point with a select group of stakeholders to address the written creative concepts and the development of the foundational graphic identity. North Star then provides solutions for the remainder of the creative work based on that agreed-upon direction.

- ✦ **Brand Narrative:** Takes the foundation of the written concept and breathes life into it through an artistic interpretation of language. Its purpose is to help residents, businesses, influencers and consumers connect and embrace the emotional story of the brand to their own lives. It contains inspiring language meant to describe Farragut's assets as they relate to your new brand and to garner excitement among brand drivers, brand partners, and regional stakeholders.
- ✦ **Custom Deliverables:** Using the new creative direction, North Star will assist the client in identifying a list of custom deliverables that target your specific goals. Typically those ideas might include:

*Graphic standards guide
Strapline development
Color palette
Stationery design
PowerPoint slide design
E-newsletter template
Collateral design
Sample advertisements*

*Brand vocabulary
Infrastructure design
Website design application
Mobile website and app design
Social media design application
Signage design
Wayfinding design
Merchandising*

SCOPE OF WORK

5. ACTION (STAGE IV)

How should your brand be integrated?

In this stage, North Star develops a must-do strategic action and communications plan for the first 6 to 36 months following your brand's development. This plan comprises 15 fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the organization and cooperation that will propel your brand forward. Our goal – and yours – is to make sure that the Farragut brand is the guiding principle for your future. Not just a logo and line on your letterhead.

As part of this top 15 action plan, we will craft a selection of high-impact custom action ideas designed to raise the profile of your brand and put it to work in every corner of your community. Custom ideas generally fall into the following categories:

- **Policy** (laws or measures that support the brand strategy)
- **Sports** (tournaments, events, youth sports, etc.)
- **Environmental Applications** (look at your community as if it were a canvas)
- **Purpose Initiatives** (charities, sponsorships, etc.)
- **Festivals** (repackage existing events/festivals or develop new ones that connect to your brand strategy)
- **Arts** (public art campaigns, partnerships with art organizations, art contests with visitors, residents, students, artists in residence programs)
- **Private Sector** (ideas and tools to engage businesses and other private sector organizations)
- **Exports** (goods that are manufactured, grown or packaged in your community for export; even a famous person or idea from your community can be considered an export)
- **Awards** (civic awards, organizational awards, etc.)
- **Education** (programs in schools, small business/entrepreneur mentoring, education for front-line hospitality staff, etc.)
- **Sustainability** (residential green initiatives, tax incentives for green industries, etc.)
- **Health** (community health programs, school-based health initiatives, business-based health initiatives, hospital and health care agency partnerships)
- **Economic Development** (marketing, communications, training, outreach, resources, etc. . . all specifically related to economic development)
- **Tourism** (marketing, communications, training, products, packaging, merchandise, etc. . . all specifically related to tourism)
- **Events** (any organized activity that ties back to the brand ranging in scope from festivals to health fairs to career counseling to community clean-up days)
- **Incentives** (tax incentives for businesses, entrepreneurs, art organizations, etc. that are in line with the brand strategy)
- **Master Planning** (design and development of infrastructure and support systems that correlate with the brand strategy)

SCOPE OF WORK

6. EVALUATION

How the brand is performing?

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace and tracking studies to measure a brand's performance over time. Ideally, two basic questions will be answered: have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

No single measure of success works for something as complicated as a community brand. As such, every research study in this plan is designed to produce benchmarks and results that can be used for comparison with future studies in areas of advocacy, return on investment and perceptions of the existing Farragut brand and attitudes regarding how well Farragut performs as a place to live, visit, do business and to attract a talented workforce. Additionally, our 13 years of branding experience have shown that true success can be seen in the spread of excitement, inspiration and innovation among your stakeholders around the brand. This is a “soft measurement”, but it is vitally important.

Finally, North Star builds hours into our BrandPrint process for mentoring with our clients. North Star provides a 12-month follow up. However, we do not limit communication to this instance. Your success is our success, and everyone at North Star – from the president and CEO to the office manager to our research assistants – takes the success of our clients personally. Toward that end, we are always available to answer questions and help with problems. In short, we have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade.

12- Month Check Up

Recommended Measures of Accountability:

Online Brand Perception

Qualitative Perception Study

Quantitative Perception Study

Brand Barometer

Use of the Brand Narrative in the private sector

NOTE: At completion we conduct a final presentation that delivers the creative product, the brand action ideas and recommended measures of accountability. A final report is produced that delivers these items as well as the research findings, insights and strategic brand platform.

PROPOSED TIMELINE

Getting started call	Week 1
Education & buy-in	Weeks 1 – 2
Research & Planning Phase	
Situation analysis	Weeks 1 – 2
Research and planning audit	Weeks 1 – 2
Communication and media audit	Weeks 1 – 2
Consumer record collection	Weeks 1 – 3
In-market visit (fam tour, focus groups, interviews)	TBD
Vision Survey sent, received and entered	Weeks 4 – 8
Inquiry Origin data sent and report mapped	Weeks 4 – 8
Online community survey	Weeks 4 – 8
Online brand monitoring	Weeks 4 – 8
Competitive positioning review	Weeks 4 – 8
Competitive perception review	Weeks 4 – 8
*Data compiled and mapped	Weeks 6 – 10
*Tapestry who, what and where reports	Weeks 6 – 10
Top business prospects	Weeks 6 – 10
*Perception Study (Qualitative)	Weeks 11 – 13
Perception Study (Quantitative)	Weeks 13 – 16
Insights	
*Understanding and Insights development	Weeks 17 – 21
*Blue Sky - strategy meeting	Week 21
**Understanding and Insights presentation	Week 22
Creativity	
Creative brief development (internal)	Week 23
Creative concept development	Weeks 24 – 26
**Approval of creative concept	Week 27
Brand identity guide development	Weeks 28 – 34
Action	
Action idea development	Weeks 30 – 34
Final report development	Weeks 34 – 36
PROPOSED TIMELINE	Weeks 34 – 36

* = *Dependent upon how quickly records are received*

** = *Dependent upon how quickly approval from client is received*

AGENDA NUMBER VII. B.

MEETING DATE February 13, 2014

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Qk4, Inc. for Engineering Services for Intersection Improvements at Watt Road/Kingston Pike.

INTRODUCTION: The purpose of this item is the approval of a proposal for design of improvements at the intersection of Watt Road at Kingston Pike.

STRATEGIC PLAN: This project is applicable to Goal 4 of the Strategic Plan, "Facilitate Future Growth, Development and Redevelopment, Objective 3: Develop Town infrastructure for future growth and development."

BACKGROUND: When Watt Road was reconstructed from Kingston Pike to I-40/75 in 1982, the roadway began at a "T" intersection with Kingston Pike. At that time, southbound motorists approaching Kingston Pike on the three lanes of Watt Road had only the options of a left turn or right turn, so the intersection was designed with the left-turn movement being made from the center lane as it approaches Kingston Pike. The existing southbound lane becomes a mandatory right turn, as shown on the attached photograph. Radius returns are very wide, as there were few accommodations for pedestrians in 1982.

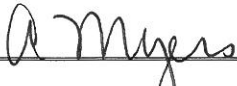
Completion of the Watt Road/Old Stage Road improvements (scheduled for May, 2014) will provide direct access to Interstate 40/75 from Old Stage Road. This improved route to the interstate will likely generate a fairly large "thru" movement on Watt Road at the Kingston Pike intersection, as motorists from the southeastern quadrant of the Town take advantage of the improved access. Currently, the "thru" movement must be made from the "left-turn" bay, which is somewhat awkward (particularly when this becomes a heavy movement). Further, motorists unaware of the area will likely find the situation confusing, so a revised alignment must be designed. The improvements will include tightening of the radius returns for improved accommodation of pedestrians, and removal of the island in the northwest quadrant in order to allow the "thru" movement to be made from the single southbound lane. This project will also include a southbound right-turn lane and a sidewalk extension from Kingston Pike to the existing sidewalk at Rural/Metro's station at 201 N. Watt Road.

Qk4, Inc. has provided the attached proposal for your approval. This proposal includes a lump sum fee of \$20,520. Staff recommends approval.

FINANCIAL SECTION:

Project: 310-43400 (Watt Road/Kingston Pike Improvements)

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$35,000	\$20,520	\$0	\$14,480

Approved By: 

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal from Qk4, Inc. for design services for \$20,520.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>LAMARCHE</u>	<u>HONKEN</u>	<u>MARKLI</u>	<u>ELLIOTT</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Kingston Pike at Watt Road

Legend

 Town Limit

 Edge of Pavement

 Park Field Lines

 Parking

 Recreation Fields

 Parks



1 in = 325 ft

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Qk4, Inc.** ("Contractor") for professional services for the assignment described as follows:

Project: Watt Road Intersection Improvements at Kingston Pike

Location: Watt Road/Kingston Pike Intersection, Town of Farragut, TN

Description of Project: Southbound Lane Addition and Sidewalk Addition on Watt Rd North of Kingston Pike

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 \$20,520.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

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 September 30, 2014. 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 general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. 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 has, or is required to have, 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, 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 alleged to have arisen from an 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. 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 that is satisfactory to the Client 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.

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.

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 fees, court costs, 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.

CLIENT:

CONTRACTOR:

Town of Farragut

By: _____

By: _____

Printed
Name: _____

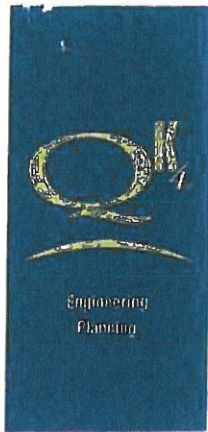
Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



PO Box 30767
Knoxville, Tennessee
37930
Ph. 865-661-1554
www.qk4.com

January 31, 2014

Mr. Darryl W. Smith, PE
Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, TN

**RE: Scope and Fee Proposal for Professional Services
Kingston Pike/Watt Road Intersection Improvements,
(Including Sidewalk Addition)**

Dear Mr. Smith:

On behalf of Qk4, I am pleased to present the enclosed scope and fee proposal for the Kingston Pike/Watt Road Intersection Improvement project. The objectives of this project, as discussed during the January 24th scoping meeting, are summarized as follows:

- Addition of a THROUGH lane to accommodate the increased traffic that will be using South Watt Road to access Old Stage Road and areas beyond, which will allow for improved alignment for both the north and south sides of the intersection.
- Tighten the turn radius on both the NW and NE quadrants of the intersection. The existing "free-flow ramps" will be eliminated, and all traffic movement through the intersection will be controlled by the traffic signals.
- Extend an exclusive SB Watt Road right-turn lane to WB Kingston Pike, taking into consideration anticipated "stacking" of the through movement. The extent of the exclusive right-turn lane will be determined after a traffic count is conducted, which will occur after the current South Watt Road Extension project is opened to traffic.
- White-topping of SB Watt Road Approach to Kingston Pike
- Addition of crosswalks on all legs of the intersection that currently do not have a crosswalk, including addition of necessary pedestrian signals and appurtenances.
- Addition of sidewalk on the west side of Watt Road extending from Kingston Pike to the existing Rural Metro drive. Due to the existing topography, excavation will likely be necessary beyond Existing Right-of-Way for sidewalk installation. The Town desires the project to be contained on existing right-of-way. Thus, it will be necessary to develop both a normal cut slope concept (assuming 3:1 cut slope) as well as a short retaining wall concept to accommodate the new sidewalk.
- Modification of existing storm-drainage system to provide positive drainage considering previously stated intersection modifications.
- Modification of Existing Traffic Signals to accommodate the new SB Watt Road Approach lane configuration. It is anticipated that the Existing Signal Pole currently located in the NW concrete island will have to be relocated/replaced, due to the tighter turning radius.

We propose to furnish professional survey and design engineering services for this project as summarized below:

- Topographic and Property survey
- Civil Engineering Analysis and Design
- Traffic Count at the KP/Watt Rd Intersection (after completion of the Watt Road Extension Project currently underway)
- Produce Construction Plans

Scope and Fee Proposal Letter – Kingston Pike/Watt Road Intersection Improvements
January 31, 2014

The lump sum price for the scope of work as described in this letter is \$20,520.00. Professional services will be invoiced on a monthly basis using Qk4's standard hourly rates listed on enclosed EXHIBIT "A", but will not exceed a total amount of \$20,520.00.

Services that are not currently included with this proposal, but could be added at a later date if desired by the Town of Farragut, include the following:

- Geotechnical Investigation/Analysis
- Environmental Documentation
- Permitting Services
- Bid Phase Services or Bid Documents
- Signal Timing
- Right-of-Way or Construction Layout (Staking)
- Construction Inspection
- Utility Relocation Design

We look forward to working with you on this exciting project.

Sincerely,



Christopher A. Jenkins, PE
Tennessee Office Manager

Enclosure

CJ/cj
File: T/RD/TOFKingstonWatt
ScopeFeeLtr.doc

EXHIBIT "A"
STANDARD HOURLY RATES & DIRECT COSTS
July 1, 2013

<u>Classification</u>	<u>Rate Per Hour</u>
Principal	\$ 225.00
Project Manager/Department Head	160.00
Project Engineer/Landscape Architect/ Environmental Planner /Director of Right-of-Way	140.00
Registered Engineer/Landscape Architect/ Land Surveyor/Planner	115.00
Engineer//Landscape Architect/Land Surveyor/ Planner/Environmental Planner/Right-of-Way Tech	105.00
Senior CADD Operator	95.00
CADD Operator	85.00
Construction Inspector	80.00
Computer Graphic Artist	115.00
Three Person Field Crew	165.00
Two Person Field Crew	130.00
One Person Robotics/GPS	105.00
One Person Field Crew	85.00
Clerical	55.00
Co-op/Intern	50.00

Note: Principal's charge for Expert Witness is \$275.00. Computer Time and CADD is billed at \$15 per hour. Direct reimbursable expenses shall carry a handling charge of 15%. Accounts more the 30 days in arrears shall bear a carrying charge at the rate of 1.5% per month from the date of the invoice.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Request for Supplement from McGill Associates for Construction Services at Outdoor Classroom Project

INTRODUCTION: The purpose of this item is the approval of a request from McGill Associates for additional fees associated with bidding of the Outdoor Classroom Project on Campbell Station Road.

STRATEGIC PLAN: This project is identified as a priority project within the Town's Strategic Plan, and is applicable to Principle B: Beauty: Natural and Built – "Preservation and protection of attractive waterways," as well as "Attractive public facilities, parks, etc."

BACKGROUND: The Board approved a contract with McGill Associates in March, 2013 for design of the Outdoor Classroom Project with a total lump sum fee of \$31,350. As the project was being finalized, staff felt that the specialized features of the project (landscaping, rainwater harvesting features, irrigation, pervious concrete, pervious pavers, etc.) would likely generate many questions from potential bidders. Oftentimes, those questions lead to issuance of addendums and clarifications leading up to the opening of bids. Additionally, unique features of the project require a specialized ability in vetting of contractors and their subcontractors. In order to streamline the processes of bidding and vetting, staff requested that McGill Associates manage the bidding process (providing plans and specifications, and responding directly to all questions), though those services were not included in McGill's original scope of services. Attached is a letter from McGill Associates, outlining the scope of the additional services and requesting additional fees *not to exceed* \$7,000. Staff has reviewed this request and finds it to be acceptable.

FINANCIAL SECTION:

Project: 310-43971-900, Outdoor Classroom

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$235,000 (FY13-\$100k + FY14-\$135k)	\$7,000	\$31,350	\$196,650

Approved By: A. Myers

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval of Supplement Request.

PROPOSED MOTION: Approval of Supplement Request from McGill Associates for \$7,000.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>LAMARCHE</u>	<u>HONKEN</u>	<u>MARKLI</u>	<u>ELLIOTT</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



January 20, 2014

Mr. Darryl Smith
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

RE: Farragut Outdoor Classroom
Professional Services Amendment
Town of Farragut, Tennessee

Dear Mr. Smith:

McGill Associates is providing this Professional Services Amendment for the Farragut Outdoor Classroom. Please accept this letter proposing an amendment to our original Basic Services to provide services for the bid and award phase of the project. McGill Associates proposes to perform the following Scope of Work:

Bid Award Phase Services:

- Assist Owner in advertising for and obtaining bids or proposals for the Work and, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid meeting, and receive and process contractor deposits or charges for the bidding documents.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
- Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- Evaluate and determine the acceptability of materials and equipment proposed by bidders.
- Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

E n g i n e e r i n g • P l a n n i n g • F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

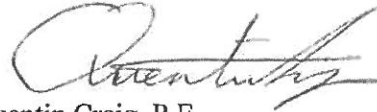
865-540-0801 • FAX 865-595-4999

Mr. Darryl Smith
January 20, 2014
Page 2 of 2

McGill Associates will provide the services listed above through an amendment to our Professional Services Agreement for the subject project. The total compensation for this work shall be provided on an hourly basis, plus reimbursable expenses, to a cost not to exceed \$7,000.00.

McGill Associates appreciates the opportunity to provide these services to the Town of Farragut. Should you have any questions or require additional information, please contact me at your convenience.

Sincerely,
McGILL ASSOCIATES, P.A.



Quentin Craig, P.E.
Project Manager

AMMENDMENT ACCEPTED	
CLIENT:	McGILL ASSOCIATES, P.A.:
BY: _____ (Signature)	BY: _____
_____ (Print Name/Title)	Gary McGill, P.E. Principal
Date: _____	Date: _____