

**FARRAGUT BOARD OF MAYOR AND ALDERMEN**  
**MINUTES**  
**May 14, 2015**

**BRANDING WORKSHOP**  
**6:00 PM**

**BMA MEETING**  
**7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
  - A. Public Works Week Proclamation
- IV. Citizens Forum**
- V. Approval of Minutes**
  - A. April 23, 2015
- VI. Ordinances**
  - A. Public Hearing & Second Reading
    - 1. Ordinance 15-06, Ordinance to amend Ordinance 14-06, FY2015 Budget, Equipment Fund
- VII. Business Items**
  - A. Approval of Certificate of Compliance for Dixie Lee Liquor
  - B. Approval of Proposed Farragut Logo, Strapline and Look
  - C. Approval of Purchase of a Pre-Owned 2010 Dodge Ram 5500 Bucket Truck
  - D. Approval of Resolution R-2015-02, Resolution to Update the Occupational Safety and Health Program Plan
  - E. Approval of Agreement with Knoxville Utilities Board for Relocation of Gas Facilities on Everett Road
  - F. Approval of Bids for Contract 2015-14, Everett Road Improvements
  - G. Approval of Proposal from Qk4, Inc. for Construction Engineering and Inspection Services for Everett Road Improvement Project
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, May 14, 2015 at 7:00 p.m. Members present were Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent.

### **Approval of Agenda**

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

### **Mayor's Report**

#### **Public Works Week Proclamation**

### **Approval of Minutes**

Motion was made to approve the minutes of April 23, 2015 as presented. Moved by Alderman Pinchok, seconded by Alderman Honken; voting yes, Aldermen Honken and Pinchok; Alderman LaMarche abstained; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

### **Ordinances**

#### **Public Hearing & Second Reading**

##### **Ordinance 15-06**, Ordinance to amend Ordinance 15-06, FY2015 Budget, Equipment Fund

Motion was made to approve Ordinance 15-06 on second and final reading. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

### **Business Items**

#### **Approval of Certificate of Compliance for Dixie Lee Liquor**

Motion was made to approve a Certificate of Compliance for Dixie Lee Liquor. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

#### **Approval of Proposed Farragut Logo, Strapline and Look**

Motion was made to approve the Farragut Logo, Strapline, and Look as part of the overall branding project. Moved by Alderman LaMarche, seconded by Alderman Honken; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

#### **Approval of Purchase of a Pre-Owned 2010 Dodge Ram 5500 Bucket Truck**

Motion was made to approve the purchase of a 2010 Dodge Ram 5500 Bucket Truck to Utility Fleet Sales in the amount of \$67,210. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

#### **Approval of Resolution R-2015-02, Resolution to Update the Occupational Safety and Health Program Plan**

Motion was made to approve Resolution R-2015-02, Resolution to Update the Occupational Safety and Health Program Plan. Moved by Alderman Honken, seconded by

Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

**Approval of Agreement with Knoxville Utilities Board for Relocation of Gas Facilities on Everett Road**

Motion was made to approve the agreement with Knoxville Utilities Board for inclusion of gas line relocation with the Everett Road Improvement Project. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

**Approval of Bids for Contract 2015-14, Everett Road Improvements**

Motion was made to approve bids and award Contract 2015-14, Construction of Everett Road Improvements, to McKinnon Construction Company, LLC for the low bid of \$3,331,706.30. This amount also includes the cost of the gas line relocation. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

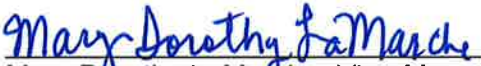
**Approval of Proposal from Qk4, Inc. for Construction Engineering and Inspection Services for Everett Road Improvement Project**

Motion was made to approve the proposal from Qk4, Inc. for Construction Engineering and Inspection (CEI) Services, not to exceed, \$373,317.14. Moved by Alderman Honken, seconded by Alderman Pinchok; voting yes, Aldermen Honken, LaMarche and Pinchok; Mayor McGill and Alderman Markli were absent; no nays; motion passed.

**Town Administrator's Report**

David Smoak, Town Administrator, noted that the Everett Road project was the largest project 100% funded by the town.

Meeting adjourned at 7:30 PM

  
Mary Dorothy LaMarche, Vice-Mayor

  
Allison Myers, Town Recorder

## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Ordinance 15-06, an Ordinance to amend Ordinance 14-06, FY2015 Budget, Equipment Fund

### INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2015 Equipment Fund Budget by allocating additional funding for the purchase of a used bucket truck.

### DISCUSSION:

In the FY2015 budget, \$60,000 has been allocated for the purchase of a used bucket truck. While evaluating available trucks, we have found that there are certain engine sizes that are not reliable. For this reason, additional funds are requested to purchase a 2010 or newer model bucket truck. This newer equipment will last a longer period of time and provide a better selection of truck options. Therefore, the Public Works Department requests an additional \$10,000 from the Equipment Replacement Fund balance to purchase a more reliable vehicle. Once a truck has been purchased, the current truck will be to surplus and placed on GovDeals.com for sale.

**RECOMMENDATION BY:** Bud McKelvey, Public Works Director, for approval.

**PROPOSED MOTIONS:** Motion to approve Ordinance 15-06 on second and final reading.

### BOARD ACTION:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>MCGILL</u> | <u>PINCHOK</u> | <u>HONKEN</u> | <u>LAMARCHE</u> | <u>MARKLI</u> |
|-------------------|---------------|----------------|---------------|-----------------|---------------|
| YES               | _____         | _____          | _____         | _____           | _____         |
| NO                | _____         | _____          | _____         | _____           | _____         |
| ABSTAIN           | _____         | _____          | _____         | _____           | _____         |



|                         |                |
|-------------------------|----------------|
| ORDINANCE               | 15-06          |
| PREPARED BY             | Myers          |
| 1 <sup>ST</sup> READING | April 23, 2015 |
| 2 <sup>ND</sup> READING |                |
| PUBLISHED IN            |                |
| DATE                    |                |

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE  
AMENDING THE FISCAL YEAR 2014-2015 BUDGET, PASSED BY ORDINANCE 14-06**

**WHEREAS**, the Town of Farragut adopted the fiscal year 2014-15 budget by passage of Ordinance Number 14-06 on June 12, 2014; 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 2014-2015 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 14-06 is hereby amended by:

- Increasing the appropriated expenditures in the Equipment Fund by \$10,000. Expenditures for the Equipment Fund will total \$93,000.
  - Replacement of the 2000 Ford Bucket Truck

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.

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Dr. Ralph McGill, Mayor

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Allison Myers, Town Recorder

AGENDA NUMBER VII. A.

MEETING DATE May 14, 2015

## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

**PREPARED BY:** Allison Myers, Town Recorder

**SUBJECT:** Approval of Certificate of Compliance for Dixie Lee Liquor

**INTRODUCTION:** The purpose of this agenda item is to approve an additional Certificate of Compliance for Dixie Lee Liquors, 13044 Kingston Pike. Dixie Lee Liquors currently has a retail liquor store license through the Town. The corporation is adding an additional owner of the store, so the new owner must get a Certificate of Compliance.

The applicant has complied with all records and advertising requirements.

**RECOMMENDATION BY:** Allison Myers, Town Recorder/Treasurer

**PROPOSED MOTION:** To approve an additional Certificate of Compliance for Dixie Lee Liquors.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>HONKEN</u> | <u>LAMARCHE</u> | <u>MARKLI</u> | <u>PINCHOK</u> | <u>MCGILL</u> |
|-------------------|---------------|-----------------|---------------|----------------|---------------|
| YES               | _____         | _____           | _____         | _____          | _____         |
| NO                | _____         | _____           | _____         | _____          | _____         |
| ABSTAIN           | _____         | _____           | _____         | _____          | _____         |

## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

**PREPARED BY:** David Smoak, Town Administrator

**SUBJECT:** Approval of Proposed Farragut Logo, Strapline and Look

**INTRODUCTION:** The purpose of this item is to consider the proposed Farragut logo, strapline and look as part of the branding process.

**BACKGROUND:** The BMA approved a contract with North Star Destination Strategies in the spring of 2014 to complete a Community BrandPrint process which includes the following:

- 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?)

In August 2014, North Star presented and got approval from the Board of Mayor and Aldermen on the Branding Platform Statement, which is the completion of Stage 2, and the basis for moving forward with the logo, strapline and look.

**DISCUSSION:** A committee comprised of residents, business owners, community leaders and Town staff has spent the past 8 months working with North Star on Stage 3 – the creative process. According to North Star, this can be the most tedious and difficult stage of the Community BrandPrint process. During this process the committee members have discussed and rejected many different straplines and logos as they have searched for the best representation of Farragut. The committee voted unanimously to recommend approval of the proposed logo, strapline and look to the Board of Mayor and Aldermen. The staff of North Star will present those items and the research behind the final recommendation at a webinar during the workshop prior to the May 14 Board of Mayor and Aldermen meeting.

After this stage has been approved, North Star will prepare their final report (Stage 4) – how the new brand should be implemented within and outside the community. This presentation is planned for a workshop prior to the stated BMA meeting on Thursday, June 11.

**RECOMMENDATION BY:** Town Administrator David Smoak for approval.

**PROPOSED MOTION:** To approve the Farragut logo, strapline and look as part of the overall branding project.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>MCGILL</u> | <u>PINCHOK</u> | <u>HONKEN</u> | <u>LAMARCHE</u> | <u>MARKLI</u> |
|-------------------|---------------|----------------|---------------|-----------------|---------------|
| YES               | _____         | _____          | _____         | _____           | _____         |
| NO                | _____         | _____          | _____         | _____           | _____         |
| ABSTAIN           | _____         | _____          | _____         | _____           | _____         |



AGENDA NUMBER: \_\_\_\_\_ MEETING DATE: May 14, 2015

**REPORT TO THE BOARD OF MAYOR AND ALDERMEN**

**PREPARED BY:** William E. McKelvey, Public Works Director

**SUBJECT:** Approval of Purchase of a Pre-Owned 2010 Dodge Ram 5500 Bucket Truck

**INTRODUCTION:** The purpose of this agenda item is to approve the purchase of a pre-owned 2010 Dodge Ram 5500 Bucket Truck.

**BACKGROUND:** The 2000 Ford F550, currently in the Town's inventory, is beginning to show signs of numerous costly maintenance issues. For this reason, the Public Works department is requesting to replace this vehicle with a 2010 Dodge Ram 550 model. This vehicle is used for traffic signal maintenance, banner installations, and small tree/tree limb removal. For these uses, it is economical for the Town to purchase a reliable used vehicle.

**DISCUSSION:** Due to lack of inventory in the area, the search was expanded. A utility fleet dealer in Texas has an extensive selection of utility/bucket trucks. Currently, the dealer has a used bucket truck that meets the needs of the Town. A professional appraisal of the truck will be obtained, according to state regulations, for the purchase of used equipment. The purchase price of this vehicle from Utility Fleet Sales is \$67,210.

**FINANCIAL SECTION:**

314-43949-949

| <u>Total Budget</u> | <u>Expenditures to Date</u> | <u>Contract Amount</u> | <u>Remaining Amount</u> |
|---------------------|-----------------------------|------------------------|-------------------------|
| \$93,000            | \$24,190                    | \$67,210               | \$1,600                 |

Approved By: 

**RECOMMENDATION BY:** Bud McKelvey, Public Works Director, for approval.

**PROPOSED MOTION:** Approval of the purchase of a 2010 Dodge Ram 5500 Bucket Truck to **Utility Fleet Sales** in the amount of \$67,210.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>MCGILL</u> | <u>PINCHOK</u> | <u>HONKEN</u> | <u>LAMARCHE</u> | <u>MARKLI</u> |
|-------------------|---------------|----------------|---------------|-----------------|---------------|
| YES               | _____         | _____          | _____         | _____           | _____         |
| NO                | _____         | _____          | _____         | _____           | _____         |
| ABSTAIN           | _____         | _____          | _____         | _____           | _____         |

## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

**PREPARED BY:** Janet Curry, Human Resources Manager

**SUBJECT:** Approval of Resolution R-2015-02, Resolution to Update the Occupational Safety and Health Program Plan

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**INTRODUCTION:** The purpose of this agenda item is to consider approval of an Updated Occupational Safety and Health Program Plan.

**BACKGROUND:** The Town complies with Public Chapter 561 of the General assembly of the State of Tennessee for the year 1972, by updating the Occupational Safety and Health Program Plan for our employees every five years.

**DISCUSSION:** The revised document reflects the changes made by Tennessee Occupational Health and Safety Administration (TOSHA) since the last revision. TOSHA mirrors changes in the federal Occupational Health and Safety Administration (OSHA). OSHA has updated their required forms and notification times since the current program document was approved.

An administrative policy employee handbook is in progress. This document will describe details of work place risks and the appropriate manner to mitigate the risks either by personal protective equipment, safe work practices, and/or employee education.

**PROPOSED MOTION:** Approval of Resolution R-2015-02 establishing an updated Occupational Safety and Health Program Plan.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>PINCHOK</u> | <u>LAMARCHE</u> | <u>MARKLI</u> | <u>HONKEN</u> | <u>MCGILL</u> |
|-------------------|----------------|-----------------|---------------|---------------|---------------|
| YES               | _____          | _____           | _____         | _____         | _____         |
| NO                | _____          | _____           | _____         | _____         | _____         |
| ABSTAIN           | _____          | _____           | _____         | _____         | _____         |



## TOWN OF FARRAGUT RESOLUTION R-2015-02

### RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the TOWN of FARRAGUT hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE Board of Mayor and Aldermen, that there be and is hereby amended as follows:

#### TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of the Town of Farragut

#### PURPOSE:

The Town of Farragut in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
  - a) Top Management Commitment and Employee Involvement;
  - b) Continually analyze the worksite to identify all hazards and potential hazards;
  - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
  - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.



- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.
- 7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

#### COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of the Town of Farragut shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

#### STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the Town of Farragut are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

#### VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

#### ADMINISTRATION:

For the purposes of this resolution, Human Resources Manager is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

#### FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the Town of Farragut.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the Town of Farragut requiring it.

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(Mayor)

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(Date)

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH  
PROGRAM PLAN FOR THE EMPLOYEES OF THE TOWN OF FARRAGUT

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## I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the Town of Farragut.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The Town in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

## II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the Town of Farragut and includes each administrative department, board, commission, division, or other agency of the Town of Farragut.
- c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY SAFETY DIRECTOR means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the Town of Farragut.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission,



division, or other agency of this employer.

- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
  - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
  - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, Town Administrator, General Manager, etc., as may be applicable.

### III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.

- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

#### IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.



V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
  - 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
  - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
  - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
  - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
  - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
  - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
  - 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
  - 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
  - 9. **The Safety Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
  - 1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
  - 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
  - 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
  - 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

## VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

## VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
  1. A specification of the standard or portion thereof from which the variance is sought.
  2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
  3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
  4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
  5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
  1. The employer
    - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
    - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
    - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
  2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.



- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

## VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to [www.osha.gov](http://www.osha.gov) and click on Recordkeeping Forms located on the home page.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

## IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may

then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.

- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

## X. EDUCATION AND TRAINING

### a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

### b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
  - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
  - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
  - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately



prior to their entry into such an area and shall require use of appropriate personal protective equipment.

## XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
  1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
  2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
  1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
  2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30)



days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:

1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
  2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

## XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
  2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
  3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
  4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
  5. The imminent danger shall be deemed abated if:
    - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
    - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
  6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
  2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

### XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
  - 1. Issue an abatement order to the head of the worksite.
  - 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
  - 1. The standard, rule, or regulation which was found to violated.
  - 2. A description of the nature and location of the violation.
  - 3. A description of what is required to abate or correct the violation.
  - 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

### XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
  - 1. Oral reprimand.
  - 2. Written reprimand.
  - 3. Suspension for three (3) or more working days.
  - 4. Termination of employment.

### XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

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Signature: Safety Director, Occupational Safety and Health and Date



**APPENDIX - I WORK LOCATIONS**  
(ORGANIZATIONAL CHART)

Town Hall - 30 employees  
11408 Municipal Center Dr.  
Farragut, TN 37934  
865.966.7057

Public Works building - 20 employees  
727 Fretz Road  
Knoxville, TN 37934  
865.966.7057

TOTAL NUMBER OF EMPLOYEES: 50

## APPENDIX – II NOTICE TO ALL EMPLOYEES

### NOTICE TO ALL EMPLOYEES OF THE TOWN OF FARRAGUT

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director/ Human Resources Manager or Town Administrator.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before Town Administrator for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the town of Farragut is available for inspection by any employee at the Human Resources office in Town Hall during regular office hours.

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Signature: FARRAGUT MAYOR

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DATE

## **APPENDIX - III PROGRAM PLAN BUDGET**

### **STATEMENT OF FINANCIAL RESOURCE AVAILABILITY**

Be assured that the Town of Farragut has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.



## **APPENDIX – IV ACCIDENT REPORTING PROCEDURES**

(51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

AGENDA NUMBER VIII.E. MEETING DATE May 14, 2015

**REPORT TO THE BOARD OF MAYOR AND ALDERMEN**

**PREPARED BY:** Darryl W. Smith, PE

**SUBJECT:** Approval of Agreement with Knoxville Utilities Board for Relocation of Gas Facilities on Everett Road

**INTRODUCTION:** The purpose of this item is the approval of an agreement with KUB for inclusion of gas line relocation that will be required as part of the Everett Road Improvements project.

**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:** This agreement was discussed during the Board's Workshop session on April 9. Virtually all major roadway projects require adjustments and relocations of utility lines to accommodate the new roadway. While this work is often completed by the utilities' own forces or under their own separate contracts, combining their work with the roadway contractor's work can often lead to a much more efficient operation. The attached agreement has been drafted to include provision that KUB will deposit \$610,352.50 (the actual bid for the work) into the Town's accounts prior to Notice to Proceed, so that the Town will actually see no cost. KUB inspectors will be on-site, and will approve payment requisitions as the work proceeds.

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

**PROPOSED MOTION:** Approval of agreement with Knoxville Utilities Board for inclusion of gas line relocation with the Everett Road Improvement Project

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>MCGILL</u> | <u>LAMARCHE</u> | <u>HONKEN</u> | <u>MARKLI</u> | <u>PINCHOK</u> |
|-------------------|---------------|-----------------|---------------|---------------|----------------|
| YES               | _____         | _____           | _____         | _____         | _____          |
| NO                | _____         | _____           | _____         | _____         | _____          |
| ABSTAIN           | _____         | _____           | _____         | _____         | _____          |



## UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into agreement between the Town of Farragut, hereinafter referred to as the "Town", and Knoxville Utilities Board, hereinafter referred to as the "Utility".

### WITNESSETH:

WHEREAS, the Town intends to construct a project to improve Everett Road from Union Road to Split Rail Farm Subdivision, with plans known as Everett Road Improvement Project, located in Knox County, Tennessee (hereinafter referred to as the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, 100 percent of which are located on public highway right-of-way and 0 percent of which are located on private utility right-of-way; and

WHEREAS, the Utility has furnished the Town with an estimate, plans, and specifications showing the cost and manner of relocating the Utility's facilities, which estimate is in the amount of \$610,352.50, including the amount of \$0.00 for the cost of engineering, the cost of inspection provided by the Utility and the cost of betterment to the Utility's facilities (hereinafter referred to as the "Betterment Cost"); and

WHEREAS, the amount of \$610,352.50 being an estimate of the cost of the relocation of the facilities in the Town contract, of which 0 percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and 100 percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, for which Utility is liable; and

WHEREAS, the Town would be liable for the relocation of utility facilities if they were located on private utility right-of-way, but is not liable for relocating the facilities as they are located on publicly owned right-of-way; and

WHEREAS, the Utility has requested the Town to undertake the utility relocation work in its highway construction contract and the parties desire to enter into an agreement to provide for the relocation of the Utility's facilities as a part of the Project; and

WHEREAS, the Town seeks the efficiencies and workflow management advantages to be gained by including the utility relocation work within its highway construction contract; and

WHEREAS, it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction;



NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1.

- A. The Town will show the proposed relocation of the Utility's facilities as part of the Project on the Town's highway construction plans. The Town's request for bids will include the relocation of the Utility's facilities for which the Town will require the bidders to submit a separate cost. Upon the selection by the Town of the successful bidder for the Project, the Town will give the Utility notice of the portion of the bid related to the relocation of the Utility's facilities. Within ten (10) calendar days of receipt of said notice, the Utility shall remit a deposit to the Town in the amount of the bid for relocation of Utility's facilities (the "Deposit"). Subject to the Utility performing its obligations herein, the Town will be responsible for having the contractor perform the aforesaid utility relocation work in accordance with the Town's construction contract, including the project plans, specifications, special provisions, and the Utility provided relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.

The Utility may provide the Deposit by one of the following means:

1. A check made payable to the order of and sent to the Town; or
  2. Documentation of a deposit made only by wire or by immediate credit transfer with the Town Recorder.
- B. The Utility agrees to reimburse the Town for the cost of relocating the Utility's facilities which reimbursement shall be the final cost of the actual quantities installed per the Town's contract unit prices.
- In the event the Deposit exceeds the aggregate amount of the actual cost of relocating the Utility's facilities under the Town's contract with its contractor, the difference will be refunded to the Utility. In the event the actual cost of relocating the Utility's facilities under the Town's contract with its contractor exceeds the Deposit, the Utility agrees to reimburse the Town for such additional amount.
- C. The Utility agrees that the Town may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities, and award and enter into contract with the lowest responsible bidder.
- D. The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.
- E. Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by the Town. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in any subcontract for the performance of any part of the Utility's relocation work if a real or apparent conflict

of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five percent (5%) or greater ownership interest, or other interest in the firm selected for a subcontract to perform the Utility's relocation work for this Project.

- F. It is also understood and agreed that the Town, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.
- G. If the portion of the successful bidder's bid for the cost of relocating the Utility's facilities exceeds the **estimate** of \$374,325.00 by more than twenty percent (20%), the Town shall notify the Utility, and the Utility may request the withdrawal of the utility relocation work from the Town's highway construction contract, subject to the Town's approval as to how and pursuant to what plans the Utility's facilities will be relocated. The Town may in its sole discretion agree to exclude the work of relocating the Utility's facilities and the related costs from its highway construction contract, provided that the Utility agrees to perform the utility relocation work with its own forces or by separate contract, subject to the Town's approval. It is further understood and agreed that, in its sole discretion, the Town may reject any and all bids submitted for the construction of said project, including items designated Utility's Cost without any liability whatsoever to the Utility.
- H. The parties acknowledge that the Utility is a third party beneficiary to the contract between the Town and its contractor. Utility has obtained the technical plans and specifications for the relocation of its facilities from design professionals with whom the Utility contracted, and has submitted to Town for inclusion in the contract between the Town and its contractor, all details, plans and specifications that are necessary for the work of properly relocating the facilities. Utility will not rely upon the Town for inspecting the work of contractor, but will supply its own inspectors to ensure that the plans and specifications it provided are correctly implemented. The Town shall give Utility reasonable and timely access to the work on the relocation of Utility's facilities so Utility may satisfy itself that the facilities are being properly installed. Utility agrees to immediately consult with the Town's engineer and advise him of any aspect of the work of the Town's contractor which the Utility's inspectors determine constitutes substandard performance or a failure to comply with the plans and specifications in relocating the Utility's facilities.
- I. The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility shall provide the Town and its contractor with the rights to use these utility rights-of-way for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to the Town.
- J. The Utility shall have the right and responsibility to inspect and approve, prior to the Town's release of its highway contractor's bond, all items of utility relocation

work, including betterment, to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. The Town agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans, incorporated herein by reference. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to the Town.

- K. [Intentionally deleted.]
- L. Ownership of the gas utility facilities construction pursuant to this Contract shall be transferred to Utility upon completion, inspection and testing of such gas utility facilities, as evidenced by Utility's "Letter of Final Acceptance" to the Town and upon receiving full cost reimbursement to the Town as provided for herein.
- M. The Utility agrees that its inspection and other project records will be subject to inspection at any reasonable time by representatives of the Town before or after final payment for reimbursable work, if any.
- N. [Intentionally deleted.]
- O. In the event that funds are not appropriated or are otherwise unavailable, the Town reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by the Town. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation.
- P. The Town and Utility are each governmental entities within the meaning of the Tennessee Governmental Tort Liability Act ("GTLA"), T.C.A. § 29-20-101 et seq. and as such any liability as to those parties, and between them, shall be determined pursuant to the GTLA and relevant case law.
- Q. [Intentionally deleted].
- R. This Contract may be modified only by a written amendment executed by the parties hereto.
- S. Failure by any party to this Contract to insist in anyone or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- T. The Utility hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of



MOVE IN 4/24/2015

Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- U. The parties shall comply with all applicable federal and state laws and regulations in the performance of their duties under this Contract.
- V. [Intentionally deleted.]
- W. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, the Utility, and their respective successors and assigns. Time is of the essence of this Contract.
- X. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
- Y. If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- Z. The Town and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To the Town:

Town of Farragut  
Attention: Engineering Department  
11408 Municipal Center Drive  
Farragut, TN 37934  
865.966.7057

To the Utility:

Knoxville Utilities Board  
Attention: Mr. Brian Smith

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MOVE IN 4/24/2015

IN WITNESS WHEREOF, the parties have executed this agreement.

**Knoxville Utilities Board**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

BY: \_\_\_\_\_  
Printed

**Town of Farragut**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor, Town of Farragut

BY: \_\_\_\_\_  
Printed

**REPORT TO THE BOARD OF MAYOR AND ALDERMEN**

**PREPARED BY:** Darryl W. Smith, PE

**SUBJECT:** Approval of Bids for Contract 2015-14, Everett Road Improvements

**INTRODUCTION:** The purpose of this item is the approval of bids and award of contract for reconstruction of Everett Road, from Union Road to Split Rail Farm Subdivision.

**BACKGROUND:** This project was identified as a priority by the Town in 2007, when the Town entered into agreements with the original developers of the subdivision that has since become Split Rail Farm. The project includes reconstruction of 0.94 miles of Everett Road, with two 12' lanes, curb & gutter, sidewalk and greenways. Also included in this project (and reflected in the bid tabulations and total bid amount) is the relocation of KUB's gas main along Everett Road. The project completion date is October 31, 2016.

We received the following three bids for Contract 2015-14 on April 24:

|                                |                |
|--------------------------------|----------------|
| McKinnon Construction Co., LLC | \$3,331,706.30 |
| Jones Brothers, Inc.           | 3,702,243.30   |
| APAC Harrison Construction     | 3,925,070.38   |

Bid tabulations are attached. Please note that bid items involved with the relocation of KUB's gas lines are tabulated separately from the roadway items. The low bidder's total bid of \$3,331,706.30 is a combination of their roadway items (\$2,721,353.80) and KUB items (\$610,352.50). Knoxville Utilities Board, under separate agreement, will reimburse the cost of the KUB items, and the Town will be responsible for payment for the roadway items.

**FINANCIAL SECTION:**

**Project:**

| <u>Project Budget</u> | <u>Requested Amount</u> | <u>Contracted Amount</u> | <u>Remaining Amount</u> |
|-----------------------|-------------------------|--------------------------|-------------------------|
| \$3,500,000           | \$2,721,353.80          | \$0                      | \$778,646.20            |

Approved By: *A. Myers*

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

**PROPOSED MOTION:** Approval of bids and award of Contract 2015-14, Construction of Everett Road Improvements, to McKinnon Construction Company, LLC for their low bid of \$3,331,706.30.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>MCGILL</u> | <u>LAMARCHE</u> | <u>HONKEN</u> | <u>MARKLI</u> | <u>PINCHOK</u> |
|-------------------|---------------|-----------------|---------------|---------------|----------------|
| YES               | _____         | _____           | _____         | _____         | _____          |
| NO                | _____         | _____           | _____         | _____         | _____          |
| ABSTAIN           | _____         | _____           | _____         | _____         | _____          |





COMBLAIN RD

EVERETT RD

BRIGHTON CT

WASHTON CT

EASHTON CT

ANSLEY CT

SOUTHWICK CIR

SMITH RD

LEY TR

WOODS RD

GRIGSBY

AUGUSTA NATIONAL

DR

BROCHARDT BLVD

ACKLE A CIR

CAMDEN BRIDGE DR

UNION RD

TORREY PINES PT

SINGING HILLS PT

OAKLAND HILLS PT

N FOX DEN DR

BALTUSROL RD

HOUND EARS PT

SAINT ANDREWS DR

CHAMPIONS PT

WAY PONY EXPR

KINGSTON PIKE

WAY



# ESTIMATED ROADWAY QUANTITIES

| McKinnon  |                                                     |      |       |             |              |  | Jones Bros |       |              |              |  |      |       | APAC         |              |  |  |  |  |  |
|-----------|-----------------------------------------------------|------|-------|-------------|--------------|--|------------|-------|--------------|--------------|--|------|-------|--------------|--------------|--|--|--|--|--|
| ITEM NO.  | DESCRIPTION                                         | UNIT | QTY   | UNIT PRICE  | TOTAL PRICE  |  | UNIT       | QTY   | UNIT PRICE   | TOTAL PRICE  |  | UNIT | QTY   | UNIT PRICE   | TOTAL PRICE  |  |  |  |  |  |
| 105-01    | CONSTRUCTION STAKES, LINES AND GRADES               | LS   | 1     | \$50,930.00 | \$50,930.00  |  | LS         | 1     | \$56,715.18  | \$56,715.18  |  | LS   | 1     | \$55,000.00  | \$55,000.00  |  |  |  |  |  |
| 201-01    | CLEARING AND GRUBBING                               | LS   | 1     | \$50,000.00 | \$50,000.00  |  | LS         | 1     | \$213,000.00 | \$213,000.00 |  | LS   | 1     | \$200,000.00 | \$200,000.00 |  |  |  |  |  |
| 202-01    | REMOVAL OF STRUCTURES AND OBSTRUCTIONS              | LS   | 1     | \$21,410.00 | \$21,410.00  |  | LS         | 1     | \$18,135.30  | \$18,135.30  |  | LS   | 1     | \$7,500.00   | \$7,500.00   |  |  |  |  |  |
| 203-01    | ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)           | C.Y. | 8708  | \$9.95      | \$86,644.60  |  | C.Y.       | 8708  | \$6.71       | \$58,430.68  |  | C.Y. | 8708  | \$26.00      | \$226,408.00 |  |  |  |  |  |
| 203-03    | BORROW EXCAVATION (UNCLASSIFIED)                    | C.Y. | 28303 | \$11.00     | \$311,333.00 |  | C.Y.       | 28303 | \$11.00      | \$311,333.00 |  | C.Y. | 28303 | \$13.00      | \$367,939.00 |  |  |  |  |  |
| 203-04    | PLACING AND SPREADING TOPSOIL                       | C.Y. | 3268  | \$10.00     | \$32,680.00  |  | C.Y.       | 3268  | \$15.00      | \$49,020.00  |  | C.Y. | 3268  | \$13.00      | \$42,484.00  |  |  |  |  |  |
| 203-06    | WATER                                               | M.G. | 145   | \$5.00      | \$725.00     |  | M.G.       | 145   | \$11.00      | \$1,595.00   |  | M.G. | 145   | \$14.00      | \$2,030.00   |  |  |  |  |  |
| 204-08    | FOUNDATION FILL MATERIAL                            | C.Y. | 115   | \$41.25     | \$4,743.75   |  | C.Y.       | 115   | \$55.00      | \$6,325.00   |  | C.Y. | 115   | \$52.00      | \$5,980.00   |  |  |  |  |  |
| 209-02.07 | 18" TEMPORARY SLOPE DRAIN                           | L.F. | 50    | \$19.00     | \$950.00     |  | L.F.       | 50    | \$18.16      | \$908.00     |  | L.F. | 50    | \$30.00      | \$1,500.00   |  |  |  |  |  |
| 209-05    | SEDIMENT REMOVAL                                    | C.Y. | 315   | \$17.00     | \$5,355.00   |  | C.Y.       | 315   | \$8.80       | \$2,772.00   |  | C.Y. | 315   | \$7.00       | \$2,205.00   |  |  |  |  |  |
| 209-06    | BALED HAY OR STRAW EROSION CHECKS                   | BALE | 100   | \$11.00     | \$1,100.00   |  | BALE       | 100   | \$5.50       | \$550.00     |  | BALE | 100   | \$10.00      | \$1,000.00   |  |  |  |  |  |
| 209-08.02 | TEMPORARY SILT FENCE (WITH BACKING)                 | L.F. | 681   | \$3.96      | \$2,697.55   |  | L.F.       | 681   | \$3.52       | \$2,397.82   |  | L.F. | 681   | \$3.75       | \$2,554.50   |  |  |  |  |  |
| 209-08.03 | TEMPORARY SILT FENCE (WITHOUT BACKING)              | L.F. | 21715 | \$1.75      | \$38,001.25  |  | L.F.       | 21715 | \$1.32       | \$28,663.80  |  | L.F. | 21715 | \$1.30       | \$28,229.50  |  |  |  |  |  |
| 209-08.07 | ROCK CHECK DAM PER                                  | EACH | 35    | \$305.00    | \$10,675.00  |  | EACH       | 35    | \$220.00     | \$7,700.00   |  | EACH | 35    | \$300.10     | \$10,503.50  |  |  |  |  |  |
| 209-08.08 | ENHANCED ROCK CHECK DAM                             | EACH | 3     | \$410.00    | \$1,230.00   |  | EACH       | 3     | \$330.00     | \$990.00     |  | EACH | 3     | \$550.00     | \$1,650.00   |  |  |  |  |  |
| 209-09.01 | SANDBAGS                                            | BAGS | 200   | \$4.00      | \$800.00     |  | BAGS       | 200   | \$8.80       | \$1,760.00   |  | BAGS | 200   | \$19.00      | \$3,800.00   |  |  |  |  |  |
| 209-09.02 | TEMPORARY SEDIMENT FILTER BAG (14/6" X 20" X 13/3") | BAG  | 3     | \$600.00    | \$1,800.00   |  | BAG        | 3     | \$385.00     | \$1,155.00   |  | BAG  | 3     | \$1,600.00   | \$4,800.00   |  |  |  |  |  |
| 209-09.41 | CURB INLET PROTECTION (TYPE 2)                      | EACH | 53    | \$236.50    | \$12,534.50  |  | EACH       | 53    | \$495.00     | \$26,235.00  |  | EACH | 53    |              |              |  |  |  |  |  |
| 209-20.03 | POLYETHYLENE SHEETING (6MIL)                        | S.Y. | 210   | \$5.00      | \$1,050.00   |  | S.Y.       | 210   | \$5.45       | \$1,144.50   |  | S.Y. | 210   | \$3.50       | \$735.00     |  |  |  |  |  |
| 209-40.30 | CATCH BASIN PROTECTION (TYPE A)                     | EACH | 1     | \$715.00    | \$715.00     |  | EACH       | 1     | \$385.00     | \$385.00     |  | EACH | 1     | \$685.00     | \$685.00     |  |  |  |  |  |
| 209-40.42 | CATCH BASIN FILTER ASSEMBLY (TYPE 2)                | EACH | 2     | \$550.00    | \$1,100.00   |  | EACH       | 2     | \$495.00     | \$990.00     |  | EACH | 2     | \$525.00     | \$1,050.00   |  |  |  |  |  |
| 209-65.03 | TEMPORARY DIVERSION CHANNEL                         | L.F. | 266   | \$55.00     | \$14,630.00  |  | L.F.       | 266   | \$126.24     | \$33,579.84  |  | L.F. | 266   | \$95.00      | \$25,270.00  |  |  |  |  |  |
| 303-01    | MINERAL AGGREGATE, TYPE A BASE, GRADING D           | TON  | 15007 | \$21.50     | \$322,650.50 |  | TON        | 15007 | \$23.10      | \$346,661.70 |  | TON  | 15007 | \$23.50      | \$352,664.50 |  |  |  |  |  |
| 303-01.01 | GRANULAR BACKFILL (ROADWAY)                         | TON  | 1415  | \$34.00     | \$48,110.00  |  | TON        | 1415  | \$24.20      | \$34,243.00  |  | TON  | 1415  | \$30.00      | \$42,450.00  |  |  |  |  |  |
| 303-10.01 | MINERAL AGGREGATE (SIZE 57)                         | TON  | 112   | \$25.00     | \$2,800.00   |  | TON        | 112   | \$24.20      | \$2,710.40   |  | TON  | 112   | \$30.00      | \$3,360.00   |  |  |  |  |  |

|           |                                                       |      |       |            |              |      |       |            |              |      |       |            |              |
|-----------|-------------------------------------------------------|------|-------|------------|--------------|------|-------|------------|--------------|------|-------|------------|--------------|
| 307-01.01 | ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A    | TON  | 2624  | \$72.60    | \$190,502.40 | TON  | 2624  | \$70.51    | \$185,018.24 | TON  | 2624  | \$56.50    | \$148,256.00 |
| 307-01.08 | ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2 | TON  | 1722  | \$75.00    | \$129,150.00 | TON  | 1722  | \$75.35    | \$129,752.70 | TON  | 1722  | \$59.00    | \$101,598.00 |
| 402-01    | BITUMINOUS MATERIAL FOR PRIME COAT (PC)               | TON  | 25    | \$455.00   | \$11,375.00  | TON  | 25    | \$385.00   | \$9,625.00   | TON  | 25    | \$350.00   | \$8,750.00   |
| 402-02    | AGGREGATE FOR COVER MATERIAL (PC)                     | TON  | 95    | \$27.00    | \$2,565.00   | TON  | 95    | \$27.50    | \$2,612.50   | TON  | 95    | \$20.00    | \$1,900.00   |
| 403-01    | BITUMINOUS MATERIAL FOR TACK COAT (TC)                | TON  | 2     | \$779.00   | \$1,558.00   | TON  | 2     | \$852.50   | \$1,705.00   | TON  | 2     | \$400.00   | \$800.00     |
| 407-20.05 | SAW CUTTING ASPHALT PAVEMENT                          | L.F. | 5200  | \$2.00     | \$10,400.00  | L.F. | 5200  | \$5.50     | \$28,600.00  | L.F. | 5200  | \$1.50     | \$7,800.00   |
| 411-01.10 | ACS MIX(PG64-22) GRADING D                            | TON  | 1146  | \$103.00   | \$118,038.00 | TON  | 1146  | \$100.99   | \$115,734.54 | TON  | 1146  | \$100.00   | \$114,600.00 |
| 411-01.11 | ACS MIX(PG64-22) GRADING E RDWY                       | TON  | 807   | \$93.50    | \$75,454.50  | TON  | 807   | \$90.92    | \$73,372.44  | TON  | 807   | \$100.00   | \$80,700.00  |
| 415-01.02 | COLD PLANING BITUMINOUS PAVEMENT                      | S.Y. | 4800  | \$4.95     | \$23,760.00  | S.Y. | 4800  | \$4.95     | \$23,760.00  | S.Y. | 4800  | \$2.50     | \$12,000.00  |
| 604-01.01 | CLASS A CONCRETE (ROADWAY)                            | C.Y. | 255   | \$665.00   | \$169,575.00 | C.Y. | 255   | \$635.00   | \$161,925.00 | C.Y. | 255   | \$650.00   | \$165,750.00 |
| 604-01.02 | STEEL BAR REINFORCEMENT (ROADWAY)                     | LB.  | 44395 | \$0.85     | \$37,735.75  | LB.  | 44395 | \$1.00     | \$44,395.00  | LB.  | 44395 | \$1.00     | \$44,395.00  |
| 607-03.02 | 18" CONCRETE PIPE CULVERT (CLASS III)                 | L.F. | 3657  | \$37.00    | \$135,309.00 | L.F. | 3657  | \$43.67    | \$159,701.19 | L.F. | 3657  | \$72.00    | \$263,304.00 |
| 607-05.02 | 24" CONCRETE PIPE CULVERT (CLASS III)                 | L.F. | 740   | \$59.00    | \$43,660.00  | L.F. | 740   | \$62.80    | \$46,472.00  | L.F. | 740   | \$100.00   | \$74,000.00  |
| 607-06.02 | 30" CONCRETE PIPE CULVERT (CLASS III)                 | L.F. | 36    | \$59.00    | \$2,124.00   | L.F. | 36    | \$73.92    | \$2,661.12   | L.F. | 36    | \$110.00   | \$3,960.00   |
| 607-39.02 | 18" PIPE CULVERT (SIDE DRAIN)                         | L.F. | 60    | \$37.00    | \$2,220.00   | L.F. | 60    | \$33.00    | \$1,980.00   | L.F. | 60    | \$52.00    | \$3,120.00   |
| 611-07.01 | CLASS 'A' CONCRETE (PIPE ENDWALLS)                    | C.Y. | 4     | \$950.00   | \$3,800.00   | C.Y. | 4     | \$1,100.00 | \$4,400.00   | C.Y. | 4     | \$1,000.00 | \$4,000.00   |
| 611-07.02 | STEEL BAR REINFORCING (PIPE ENDWALLS)                 | LB.  | 60    | \$4.00     | \$240.00     | LB.  | 60    | \$4.95     | \$297.00     | LB.  | 60    | \$2.00     | \$120.00     |
| 611-07.56 | 18IN ENDWALL (CROSS DRAIN) 6:1                        | EACH | 2     | \$1,900.00 | \$3,800.00   | EACH | 2     | \$1,976.00 | \$3,952.00   | EACH | 2     | \$2,200.00 | \$4,400.00   |
| 611-07.57 | 24IN ENDWALL (CROSS DRAIN) 3:1                        | EACH | 2     | \$1,600.00 | \$3,200.00   | EACH | 2     | \$1,887.70 | \$3,775.40   | EACH | 2     | \$2,000.00 | \$4,000.00   |
| 611-09.01 | ADJUSTMENT OF EXISTING CATCH BASIN                    | EACH | 2     | \$800.00   | \$1,600.00   | EACH | 2     | \$825.00   | \$1,650.00   | EACH | 2     | \$1,000.00 | \$2,000.00   |
| 611-09.03 | CAPPING EXISTING CATCH BASIN                          | EACH | 1     | \$500.00   | \$500.00     | EACH | 1     | \$1,650.00 | \$1,650.00   | EACH | 1     | \$1,200.00 | \$1,200.00   |
| 611-12.01 | CATCH BASINS, TYPE 12, 0' - 4' DEPTH                  | EACH | 32    | \$2,750.00 | \$88,000.00  | EACH | 32    | \$2,746.00 | \$87,872.00  | EACH | 32    | \$2,300.00 | \$73,600.00  |
| 611-12.02 | CATCH BASINS, TYPE 12, > 4' - 8' DEPTH                | EACH | 16    | \$3,000.00 | \$48,000.00  | EACH | 16    | \$3,836.80 | \$61,388.80  | EACH | 16    | \$2,400.00 | \$38,400.00  |
| 621-03.02 | 18" TEMPORARY DRAINAGE PIPE                           | L.F. | 85    | \$26.00    | \$2,210.00   | L.F. | 85    | \$18.15    | \$1,542.75   | L.F. | 85    | \$20.00    | \$1,700.00   |
| 701-01.01 | CONCRETE SIDEWALK (4")                                | S.F. | 11288 | \$3.60     | \$40,636.80  | S.F. | 11288 | \$4.95     | \$55,875.60  | S.F. | 11288 | \$13.50    | \$152,388.00 |
| 701-02    | CONCRETE DRIVEWAY                                     | S.F. | 1296  | \$6.90     | \$8,942.40   | S.F. | 1296  | \$8.80     | \$11,404.80  | S.F. | 1296  | \$19.00    | \$24,624.00  |
| 702-01.01 | EXTRUDED MOUNTABLE CURB                               | L.F. | 400   | \$11.00    | \$4,400.00   | L.F. | 400   | \$7.70     | \$3,080.00   | L.F. | 400   | \$7.00     | \$2,800.00   |
| 702-03    | CONCRETE COMBINED CURB & GUTTER                       | C.Y. | 600   | \$235.00   | \$141,000.00 | C.Y. | 600   | \$341.00   | \$204,600.00 | C.Y. | 600   | \$260.00   | \$156,000.00 |



|           |                                                    |      |      |              |              |      |      |              |              |      |      |              |              |
|-----------|----------------------------------------------------|------|------|--------------|--------------|------|------|--------------|--------------|------|------|--------------|--------------|
| 709-05.05 | MACHINED RIP-RAP (CLASS A-3)                       | TON  | 110  | \$36.00      | \$3,960.00   | TON  | 110  | \$30.80      | \$3,388.00   | TON  | 110  | \$42.00      | \$4,620.00   |
| 709-05.06 | MACHINED RIP-RAP (CLASS A-1)                       | TON  | 1078 | \$36.00      | \$38,808.00  | TON  | 1078 | \$27.50      | \$29,645.00  | TON  | 1078 | \$42.00      | \$45,276.00  |
| 705-08.51 | PORTABLE IMPACT ATTENUATOR NCHP350 TL-3            | EACH | 4    | \$3,000.00   | \$12,000.00  | EACH | 4    | \$5,950.00   | \$23,800.00  | EACH | 4    | \$10,000.00  | \$40,000.00  |
| 710-04    | FILTER CLOTH UNDERDRAIN (WITH PIPE)                | L.F. | 9850 | \$6.00       | \$59,100.00  | L.F. | 9850 | \$6.05       | \$59,592.50  | L.F. | 9850 | \$6.00       | \$59,100.00  |
| 712-01    | TRAFFIC CONTROL                                    | LS.  | 1    | \$17,700.00  | \$17,700.00  | LS.  | 1    | \$50,000.00  | \$50,000.00  | LS.  | 1    | \$66,958.88  | \$66,958.88  |
| 712-02.02 | INTERCONNECTED PORTABLE BARRIER RAIL               | L.F. | 500  | \$20.00      | \$10,000.00  | L.F. | 500  | \$31.90      | \$15,950.00  | L.F. | 500  | \$23.00      | \$11,500.00  |
| 712-04.01 | FLEXIBLE DRUMS (CHANNELIZING)                      | EACH | 125  | \$35.00      | \$4,375.00   | EACH | 125  | \$31.20      | \$3,900.00   | EACH | 125  | \$34.00      | \$4,250.00   |
| 712-05.01 | WARNING LIGHTS (TYPE A)                            | EACH | 20   | \$36.00      | \$720.00     | EACH | 20   | \$24.20      | \$484.00     | EACH | 20   | \$35.00      | \$700.00     |
| 712-05.03 | WARNING LIGHTS (TYPE C)                            | EACH | 35   | \$39.00      | \$1,365.00   | EACH | 35   | \$26.40      | \$924.00     | EACH | 35   | \$38.00      | \$1,330.00   |
| 712-06    | SIGNS (CONSTRUCTION)                               | S.F. | 963  | \$9.25       | \$8,907.75   | S.F. | 963  | \$8.80       | \$8,474.40   | S.F. | 963  | \$9.00       | \$8,667.00   |
| 712-06.01 | VERTICAL PANELS                                    | S.F. | 60   | \$14.85      | \$891.00     | S.F. | 60   | \$22.00      | \$1,320.00   | S.F. | 60   | \$14.00      | \$840.00     |
| 712-07.03 | TEMPORARY BARRICADES (TYPE III)                    | L.F. | 120  | \$13.50      | \$1,620.00   | L.F. | 120  | \$20.90      | \$2,508.00   | L.F. | 120  | \$13.00      | \$1,560.00   |
| 713-16.20 | SIGNS (STOP R1-1)                                  | EACH | 4    | \$220.00     | \$880.00     | EACH | 4    | \$214.50     | \$858.00     | EACH | 4    | \$200.00     | \$800.00     |
| 713-16.21 | SIGNS (30 MPH R2-1)                                | EACH | 4    | \$210.00     | \$840.00     | EACH | 4    | \$192.50     | \$770.00     | EACH | 4    | \$185.00     | \$740.00     |
| 713-16.22 | SIGNS (EVERETT ROAD)                               | EACH | 4    | \$95.00      | \$380.00     | EACH | 4    | \$93.50      | \$374.00     | EACH | 4    | \$90.00      | \$360.00     |
| 713-16.23 | SIGNS (UNION ROAD)                                 | EACH | 1    | \$95.00      | \$95.00      | EACH | 1    | \$93.50      | \$93.50      | EACH | 1    | \$90.00      | \$90.00      |
| 713-16.24 | SIGNS (CAMDENBRIDGE DRIVE)                         | EACH | 1    | \$125.00     | \$125.00     | EACH | 1    | \$126.50     | \$126.50     | EACH | 1    | \$120.00     | \$120.00     |
| 713-16.25 | SIGNS (SMITH ROAD)                                 | EACH | 1    | \$95.00      | \$95.00      | EACH | 1    | \$93.50      | \$93.50      | EACH | 1    | \$90.00      | \$90.00      |
| 713-16.26 | SIGNS (SPLIT RAIL FARM)                            | EACH | 1    | \$95.00      | \$95.00      | EACH | 1    | \$93.50      | \$93.50      | EACH | 1    | \$90.00      | \$90.00      |
| 716-02.05 | PLASTIC PAVEMENT MARKING (STOP LINE)               | L.F. | 65   | \$11.00      | \$715.00     | L.F. | 65   | \$11.00      | \$715.00     | L.F. | 65   | \$10.00      | \$650.00     |
| 716-02.06 | PLASTIC PAVEMENT MARKING-TURN LANE ARROW           | EACH | 2    | \$165.00     | \$330.00     | EACH | 2    | \$165.00     | \$330.00     | EACH | 2    | \$155.00     | \$310.00     |
| 716-02.09 | PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK) | L.F. | 148  | \$20.35      | \$3,011.80   | L.F. | 148  | \$20.35      | \$3,011.80   | L.F. | 148  | \$20.00      | \$2,960.00   |
| 716-05.01 | PAINTED PAVEMENT MARKING (4" LINE)                 | L.M. | 4    | \$500.00     | \$2,000.00   | L.M. | 4    | \$495.00     | \$1,980.00   | L.M. | 4    | \$475.00     | \$1,900.00   |
| 716-13.05 | SPRAY THERMO PVT MRKNG (40 mil) (4IN LINE)         | L.M. | 4    | \$1,595.00   | \$6,380.00   | L.M. | 4    | \$1,595.00   | \$6,380.00   | L.M. | 4    | \$1,500.00   | \$6,000.00   |
| 717-01    | MOBILIZATION                                       | LS   | 1    | \$120,000.00 | \$120,000.00 | LS   | 1    | \$187,000.00 | \$187,000.00 | LS   | 1    | \$100,000.00 | \$100,000.00 |
| 740-10.03 | GEOTEXTILE (TYPE III)(EROSION CONTROL)             | S.Y. | 1485 | \$2.50       | \$3,712.50   | S.Y. | 1485 | \$3.85       | \$5,717.25   | S.Y. | 1485 | \$3.00       | \$4,455.00   |
| 740-11.04 | TEMPORARY SEDIMENT TUBE 20IN (Description)         | L.F. | 7050 | \$3.52       | \$24,816.00  | L.F. | 7050 | \$3.08       | \$21,714.00  | L.F. | 7050 | \$3.40       | \$23,970.00  |
| 801-01    | SEEDING (WITH MULCH)                               | UNIT | 183  | \$30.00      | \$5,490.00   | UNIT | 183  | \$26.40      | \$4,831.20   | UNIT | 183  | \$28.00      | \$5,124.00   |

|           |                                    |      |       |         |                       |      |       |         |                       |      |       |         |                       |
|-----------|------------------------------------|------|-------|---------|-----------------------|------|-------|---------|-----------------------|------|-------|---------|-----------------------|
| 801-01.07 | TEMPORARY SEEDING (WITH MULCH)     | UNIT | 80    | \$22.00 | \$1,760.00            | UNIT | 80    | \$17.60 | \$1,408.00            | UNIT | 80    | \$21.00 | \$1,680.00            |
| 801-03    | WATER (SEEDING & SODDING)          | M.G. | 245   | \$17.00 | \$4,165.00            | M.G. | 245   | \$16.50 | \$4,042.50            | M.G. | 245   | \$10.00 | \$2,450.00            |
| 803-01    | SODDING (NEW SOD)                  | S.Y. | 15605 | \$3.75  | \$58,518.75           | S.Y. | 15605 | \$3.52  | \$54,929.60           | S.Y. | 15605 | \$3.50  | \$54,617.50           |
| 805-12.03 | EROSION CONTROL BLANKET (TYPE III) | S.Y. | 2265  | \$1.80  | \$4,077.00            | S.Y. | 2265  | \$1.65  | \$3,737.25            | S.Y. | 2265  | \$1.50  | \$3,397.50            |
|           |                                    |      |       |         | <b>\$2,721,353.80</b> |      |       |         | <b>\$3,134,394.80</b> |      |       |         | <b>\$3,352,758.88</b> |

UNIT PRICE SCHEDULE

| Item No. | Description                                                                                                                                                                                                                                                                                                                                                | McKinnon |      |                |                      | Jones Bros |      |                |                      | APAC |      |                |                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------|----------------------|------------|------|----------------|----------------------|------|------|----------------|----------------------|
|          |                                                                                                                                                                                                                                                                                                                                                            | Qty      | Unit | Bid Unit Price | Total Bid Unit Price | Qty        | Unit | Bid Unit Price | Total Bid Unit Price | Qty  | Unit | Bid Unit Price | Total Bid Unit Price |
| 1000     | Mobilization                                                                                                                                                                                                                                                                                                                                               | 1        | LS   | \$44,000.00    | \$44,000.00          | 1          | LS   | \$46,200.00    | \$46,200.00          | 1    | LS   | \$26,325.00    | \$26,325.00          |
| 1015     | Pre-Construction Site Video Recording                                                                                                                                                                                                                                                                                                                      | 1        | LS   | \$3,300.00     | \$3,300.00           | 1          | LS   | \$1,650.00     | \$1,650.00           | 1    | LS   | \$3,159.00     | \$3,159.00           |
| 4000     | MDPE Gas Main Installation - Open Cut, exclusive of road boring, includes trench excavation providing no less than required minimum cover up to 8' maximum trench depth, pipe, fittings, bedding, testing and purging, complete. (The CONTRACTOR will furnish all gas line materials required for the gas line installation including tracer wire.)        |          |      |                |                      |            |      |                |                      |      |      |                |                      |
| b.       | 8" MDPE gas main, SDR 13.5                                                                                                                                                                                                                                                                                                                                 | 4795     | LF   | \$93.50        | \$448,332.50         | 4795       | LF   | \$73.70        | \$353,391.50         | 4795 | LF   | \$89.50        | \$429,152.50         |
| d.       | 4" MDPE gas main, SDR 11.5                                                                                                                                                                                                                                                                                                                                 | 130      | LF   | \$42.00        | \$5,460.00           | 130        | LF   | \$58.30        | \$7,579.00           | 130  | LF   | \$42.00        | \$5,460.00           |
| f.       | Adder for full clean stone backfill of trench with compaction per Section 02321 for areas in or within 3' of pavement                                                                                                                                                                                                                                      | 540      | LF   | \$22.00        | \$11,880.00          | 540        | LF   | \$27.50        | \$14,850.00          | 540  | LF   | \$21.00        | \$11,340.00          |
| 4005     | Polyethylene Gas Tee & Valve Installation (complete all labor and installation for tie-ups including installation of tees, couplings, reducers, valves and valve boxes and other fittings and bypasses as required by section 15305.)                                                                                                                      |          |      |                |                      |            |      |                |                      |      |      |                |                      |
| n.       | 4" Polyethylene Main on New 8" Polyethylene Main                                                                                                                                                                                                                                                                                                           | 2        | EA   | \$7,700.00     | \$15,400.00          | 2          | EA   | \$7,370.00     | \$14,740.00          | 2    | EA   | \$7,400.00     | \$14,800.00          |
| x.1      | 2" Polyethylene Main on New 8" Polyethylene Main                                                                                                                                                                                                                                                                                                           | 2        | EA   | \$1,600.00     | \$3,200.00           | 2          | EA   | \$3,729.00     | \$7,458.00           | 2    | EA   | \$1,580.00     | \$3,160.00           |
| 4010     | Tie-ins to Existing Gas Main / New Mains Tie-Ins & Valve Assemblies (complete all labor and installation for tie-ups including installation of tees, couplings, reducers, backfill, asphalt/concrete restoration, cleanup/restoration, pressure test, & tracer wire, valves and valve boxes and other fittings and bypasses as required by section 15320.) |          |      |                |                      |            |      |                |                      |      |      |                |                      |
| c.       | 2" Polyethylene Straight Tie-In to 2" Polyethylene Main                                                                                                                                                                                                                                                                                                    | 2        | EA   | \$1,100.00     | \$2,200.00           | 2          | EA   | \$2,200.00     | \$4,400.00           | 2    | EA   | \$1,050.00     | \$2,100.00           |
| e.       | 4" Polyethylene Straight Tie-In to 4" Polyethylene Main                                                                                                                                                                                                                                                                                                    | 2        | EA   | \$1,600.00     | \$3,200.00           | 2          | EA   | \$3,300.00     | \$6,600.00           | 2    | EA   | \$1,580.00     | \$3,160.00           |
| i.       | 8" Polyethylene Straight Tie-In to 6" Polyethylene Main                                                                                                                                                                                                                                                                                                    | 1        | EA   | \$3,300.00     | \$3,300.00           | 1          | EA   | \$4,950.00     | \$4,950.00           | 1    | EA   | \$3,160.00     | \$3,160.00           |
| j.       | 8" Polyethylene Straight Tie-In to 8" Polyethylene Main                                                                                                                                                                                                                                                                                                    | 1        | EA   | \$3,300.00     | \$3,300.00           | 1          | EA   | \$5,500.00     | \$5,500.00           | 1    | EA   | \$3,160.00     | \$3,160.00           |
| t.       | 8" Polyethylene Tee Tie-In to 1" Polyethylene Main                                                                                                                                                                                                                                                                                                         | 2        | EA   | \$2,200.00     | \$4,400.00           | 2          | EA   | \$3,052.50     | \$6,105.00           | 2    | EA   | \$2,106.00     | \$4,212.00           |



UNIT PRICE SCHEDULE

| Item No.                                                                                                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | McKinnon |      |                |                      | Jones Bros |      |                |                      | APAC |      |                |                      |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------|----------------------|------------|------|----------------|----------------------|------|------|----------------|----------------------|
|                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Qty      | Unit | Bid Unit Price | Total Bid Unit Price | Qty        | Unit | Bid Unit Price | Total Bid Unit Price | Qty  | Unit | Bid Unit Price | Total Bid Unit Price |
| <b>4015</b>                                                                                                           | <b>Gas Valve Installation</b> (complete installation per KUB standard drawings. Additional valves, if required, shall be installed at the direction of the OWNER's Resident Project Representative). The installation includes valve, valve jacket, including bedding, valve box installation, pipe connections, backfill as required, and necessary equipment as required to complete the item in accordance with the Drawings and Specifications. The CONTRACTOR will furnish all gas line materials required for the gas valve installation as required by Section 15305. |          |      |                |                      |            |      |                |                      |      |      |                |                      |
| b. 8" IPS, MDPE Gas Valve Installation                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2        | EA   | \$1,850.00     | \$3,700.00           | 2          | EA   | \$2,420.00     | \$4,840.00           | 2    | EA   | \$1,790.00     | \$3,580.00           |
| <b>4020</b>                                                                                                           | <b>Gas Services Installation:</b> The following unit prices will be utilized for the reconnection/interception of existing services or the installation of new services including the first 50' of pipe, tapping tee, pipe, EFV, valve, valve jacket, backfill, asphalt/concrete restoration, road bore, cleanup/restoration, pressure test, tracer wire, and service card as required by Section 15345.                                                                                                                                                                     |          |      |                |                      |            |      |                |                      |      |      |                |                      |
| a. 1/2" CTS Polyethylene Residential Service on Polyethylene Main<br>Per KUB Fig. Figure 1-15345-a                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4        | EA   | \$1,100.00     | \$4,400.00           | 4          | EA   | \$1,760.00     | \$7,040.00           | 4    | EA   | \$1,050.00     | \$4,200.00           |
| <b>4025</b>                                                                                                           | <b>Gas Services Installation (in Excess of 50' of Pipe):</b> The following unit prices will be utilized for the reconnection/interception of existing services or the installation of new services in excess of 50' of pipe, including, pipe, backfill, asphalt/concrete restoration, cleanup/restoration, pressure test, tracer wire, and service card as required by Section 15345.                                                                                                                                                                                        |          |      |                |                      |            |      |                |                      |      |      |                |                      |
| a. Installation for Service Lines 1/2" to 1" Service Installation beyond 50 Feet                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 100      | LF   | \$13.00        | \$1,300.00           | 100        | LF   | \$27.50        | \$2,750.00           | 100  | LF   | \$12.60        | \$1,260.00           |
| b. Trenchless Installation for Service Lines 1/2" to 1" Service<br>Installation beyond 50 Feet (As Approved by Owner) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 100      | LF   | \$13.00        | \$1,300.00           | 100        | LF   | \$44.00        | \$4,400.00           | 100  | LF   | \$12.60        | \$1,260.00           |

| UNIT PRICE SCHEDULE                                 |                                                                                                                                                                                                                                                                                                                                       |     |      |                |                                  |     |      |                |                                  |     |      |                |                                  |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|----------------|----------------------------------|-----|------|----------------|----------------------------------|-----|------|----------------|----------------------------------|
| McKinnon                                            |                                                                                                                                                                                                                                                                                                                                       |     |      |                | Jones Bros                       |     |      | APAC           |                                  |     |      |                |                                  |
| Item No.                                            | Description                                                                                                                                                                                                                                                                                                                           | Qty | Unit | Bid Unit Price | Total Bid Unit Price             | Qty | Unit | Bid Unit Price | Total Bid Unit Price             | Qty | Unit | Bid Unit Price | Total Bid Unit Price             |
| 4030                                                | Riser Installation                                                                                                                                                                                                                                                                                                                    |     |      |                |                                  |     |      |                |                                  |     |      |                |                                  |
| a.                                                  | 3/4" Riser                                                                                                                                                                                                                                                                                                                            | 1   | EA   | \$330.00       | \$330.00                         | 1   | EA   | \$825.00       | \$825.00                         | 1   | EA   | \$315.00       | \$315.00                         |
| b.                                                  | 1 1/4" Riser                                                                                                                                                                                                                                                                                                                          | 1   | EA   | \$1,100.00     | \$1,100.00                       | 1   | EA   | \$1,100.00     | \$1,100.00                       | 1   | EA   | \$1,053.00     | \$1,053.00                       |
| 4035                                                | Condemn Existing Gas Facilities: Condemn gas facilities, to include but not be limited to, the disconnecting, purging and sealing of existing facilities as indicated on the drawings, removal of valve boxes no longer in service and any above ground appurtenances, backfill, asphalt/concrete restoration, & cleanup/restoration. |     |      |                |                                  |     |      |                |                                  |     |      |                |                                  |
| a.                                                  | Condemn Existing Gas Facilities                                                                                                                                                                                                                                                                                                       | 1   | LS   | \$5,500.00     | \$5,500.00                       | 1   | LS   | \$2,750.00     | \$2,750.00                       | 1   | LS   | \$5,265.00     | \$5,265.00                       |
| 4050                                                | Creek Crossing                                                                                                                                                                                                                                                                                                                        |     |      |                |                                  |     |      |                |                                  |     |      |                |                                  |
| a.                                                  | 8" Creek Crossings                                                                                                                                                                                                                                                                                                                    | 1   | LS   | \$11,000.00    | \$11,000.00                      | 1   | LS   | \$33,000.00    | \$33,000.00                      | 1   | LS   | \$10,530.00    | \$10,530.00                      |
| 6005                                                | Permanent Patching:                                                                                                                                                                                                                                                                                                                   |     |      |                |                                  |     |      |                |                                  |     |      |                |                                  |
| b.                                                  | Pavement Repair, Base Course (Base Course Only)                                                                                                                                                                                                                                                                                       | 500 | LF   | \$50.00        | \$25,000.00                      | 500 | LF   | \$42.00        | \$21,000.00                      | 500 | LF   | \$53.00        | \$26,500.00                      |
| 6010                                                | Removal and Replacement:                                                                                                                                                                                                                                                                                                              |     |      |                |                                  |     |      |                |                                  |     |      |                |                                  |
| a.                                                  | Asphalt Concrete Driveway                                                                                                                                                                                                                                                                                                             | 55  | SY   | \$150.00       | \$8,250.00                       | 55  | SY   | \$110.00       | \$6,050.00                       | 55  | SY   | \$157.00       | \$8,635.00                       |
| g.                                                  | Pipeline Marker Installation (Marker Furnished by Owner)                                                                                                                                                                                                                                                                              | 4   | EA   | \$100.00       | \$400.00                         | 4   | EA   | \$55.00        | \$220.00                         | 4   | EA   | \$105.00       | \$420.00                         |
| 6045                                                | Cleanup Restoration & Closeout                                                                                                                                                                                                                                                                                                        | 1   | LS   | \$100.00       | \$100.00                         | 1   | LS   | \$10,450.00    | \$10,450.00                      | 1   | LS   | \$105.00       | \$105.00                         |
| TOTAL OF ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE |                                                                                                                                                                                                                                                                                                                                       |     |      |                | \$610,352.50<br>(Total, numbers) |     |      |                | \$567,848.50<br>(Total, numbers) |     |      |                | \$572,311.50<br>(Total, numbers) |

AGENDA NUMBER VII. G.MEETING DATE May 14, 2015**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Proposal from Qk4, Inc. for Construction Engineering and Inspection Services for Everett Road Improvement Project.

**INTRODUCTION:** The purpose of this item is the approval of a proposal for Construction Engineering and Inspection Services for the Everett Road Improvement Project.

**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:** The Town of Farragut has recently opened bids for construction of Everett Road from Union Road to Split Rail Farm Subdivision. This 0.94 mile project includes improving the existing substandard Everett Road to two 12' lanes with curb & gutter and sidewalk/greenways. This is the largest capital project ever fully funded by the Town, and the largest roadway construction project to be managed by our own staff. Please understand that while our Engineering staff has a broad experience with various types of construction, we believe it is in the best interests of the Town to employ a professional engineering company to perform the construction inspections, materials testing and provide assistance to the Town with contract administration, thus ensuring the quality of the final product.

The attached proposal from Qk4, Inc., along with the Scope of Services (Attachment "A"), details the responsibilities of both Qk4 staff and the Town's staff with regards to the management and inspection of the Everett Road project. The Scope of Services was originally prepared under a TDOT format, which we have modified to eliminate several duties normally included in most CEI contracts. Those duties will be absorbed by the Town's staff (see "responsibilities of the Town of Farragut..." on page 1 of Attachment "A").

Staff has reviewed the attached agreement and Scope of Services (along with Qk4's man-day estimates, billing rates, overhead and profit) and finds them to be in keeping with industry standards. Qk4 proposes to provide these services with a "not to exceed" cap in the amount of **\$373,317.14**, which includes a profit (fee) of 12%. Please note that this type of agreement requires payment only for actual billable hours on the project, and the Town will be invoiced on a monthly basis only for time actually dedicated to the project.

**FINANCIAL SECTION:****Project: 310-43710 – Everett Road  
Improvements**

| <u>Project Budget</u> | <u>Requested Amount</u> | <u>Contracted Amount</u> | <u>Remaining Amount</u> |
|-----------------------|-------------------------|--------------------------|-------------------------|
| \$3,500,000           | \$373,317.14            | \$2,721,353.80           | \$405,329.06            |

Approved By: *A. Myers***RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.

**PROPOSED MOTION:** Approval of proposal from Qk4, Inc. for Construction Engineering and Inspection (CEI) services for \$373,317.14.



## 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: Everett Road Improvements Project

Location: Everett Road, beginning at intersection with Union Road and extending to just beyond entrance to Split Rail Farms Subdivision

Description of Project: Provide Construction Engineering & Inspection (CEI) Services for Everett Road Improvements Project

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: The Contractor shall be paid monthly on a Cost Plus Net Fee basis not to exceed a ceiling of **\$373,317.14**.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen. The construction completion date for the Everett Road Improvements Project is determined (in a separate agreement with McKinnon Construction) to be October 31, 2016. The Contractor shall complete the work by submitting the final deliverables on or before January 1, 2017, based on the construction completion date of October 31, 2016. 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. If construction of the Everett Road Improvements Project extends beyond October 31, 2016, additional compensation may be due Contractor.

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. Contractor will invoice Client monthly based on actual labor costs plus overhead plus net fee, not to exceed the ceiling amount of \$373,317.14. The agreed upon Net Fee is Twelve Percent (12.00%).

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: \_\_\_\_\_

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Town of Farragut

Revised 4/30/2015

## **CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES**

### **SCOPE OF SERVICES SUMMARY**

This document is to define, as clearly as possible, the duties of the consultant with regard to administration of the Town of Farragut (TOF) construction contract. The intent of the document is to give the Consultant the same responsibility and authority as TOF personnel when administering a town roadway construction contract. The administration of the TOF roadway construction contract will be conducted by the consultant in full cooperation with the TOF Engineering Department (Department), or its representative(s), assigned to the project. The Department, or its representative(s), assigned to the project will have the final word in regard to challenges of consultant authority by the contractor or decisions made by the consultant regarding the work. The ultimate goal of the Department and the Consultant should be to administer the contract in a highly professional manner, conducive of a cooperative relationship between the Consultant, contractors, and the Department, and to complete the work on budget and on time with minimum inconvenience and maximum safety to the public.

The responsibilities of the Town of Farragut to its CEI consultant on this project include:

1. Provide qualified personnel (TOF Project Engineer) to oversee and coordinate with CEI consultant.
2. The TOF Project Engineer shall provide periodic assistance, including site visits, with the CEI field inspector(s). TOF Project Engineer site visit frequency will be on an as needed basis. The TOF Project Engineer shall be contacted, in lieu of the CEI Resident Engineer, by the consultants Field Inspector to address project issues such as, design problems, quality of work, clarification of construction documents, etc. The TOF Project Engineer shall be available in a timely manner.
3. **Progress Meetings:** The TOF Project Engineer shall prepare the agenda, attend, and conduct meeting with the CEI consultant, prime contractor, sub-contractors, utility personnel and other agencies involved with the project. The TOF Project Engineer shall be responsible for recording significant information revealed and discussed at the meeting and distributes written minutes to the appropriate parties.
4. **Erosion Control & Sediment Prevention and Preconstruction Conferences:** TOF personnel shall prepare for and conduct the conferences. TOF personnel shall address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. TOF personnel shall prepare and distribute detailed minutes of the meetings.
5. The TOF Project Engineer will be responsible for checking construction layout, when deemed necessary.
6. Provide public service announcements, community information/relations for project. The Town of Farragut is responsible for all media contact.

The responsibilities of the Consultant are negotiated and estimated before the beginning of the work. The Consultant responsibilities on this project include:

1. [Intentionally deleted.]
2. **Attend Progress Meeting:** Attend meeting with the TOF Project Engineer, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress,



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upcoming events in the schedule, and problems associated with the project.

3. **Project Administration:** Provide project administration and coordinate with the assigned TOF Project Engineer. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, submit to TOF Project Engineer a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the TOF Project Engineer and be available at any time in the case of an emergency on the project. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.
4. **Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services being conducted by Consultant and sub-consultants. Field technicians must be certified in the applicable TDOT, or equal, certification workshops listed below:
  - OSHA 10 Safety Training Construction (All field personnel)
  - Asphalt Roadway Paving Inspector
  - Class 1 Concrete Technician
  - Soils and Aggregate Technician
  - Nuclear Gauge Training
  - TDEC EP&SC Level I for inspectors conducting EP&SC inspections

Certification from a State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the TDOT certification. Prior approval is required.

5. **Conduct Field Surveys:** Conduct and supervise surveying services to obtain original and final cross-sectioning of the Borrow-Waste Site for payment. Conduct and supervise surveying services to obtain final cross-sectioning of roadway project for earthwork payment to the contractor. Be prepared to justify quantities in case of discrepancies by contractors or the Department.
6. **Change Order/Construction Change, Force Account, VECP:** Notify the TOF Project Engineer of the necessity of any Change Order/Construction Changes. Prepare the Change Order /Construction Change and submit to the TOF Project Engineer for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by the TDOT.
7. **Shop Drawings:** See specification for TDOT road and bridge construction.
8. **Quality Assurance, Testing for Acceptance, and Training:** *The intent is for the Consultant to provide all testing with employees certified to perform the tests. Copies of all certifications should be filed in the project records for review by the TOF Project Engineer at any time. Any temporary waivers of certification or licensing will be reviewed by the TOF Project Engineer for the final decision.*

Provide certification training to Consultant personnel for all necessary field testing and inspection. Monitor the testing (i.e. subgrade proof rolling) provided by the contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by the TDOT and distribute as required. Field testing by the Consultant includes, but is not limited to, all ACI

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tests for concrete nuclear density testing of earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the TDOT Standard Specifications and the TDOT sampling and testing schedule. The Consultant will also provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the TDOT Standard Specifications and the TDOT sampling and testing schedule. *(Note: All tests normally to be performed by TDOT project personnel will be performed by the consultant.)* Also, included as the responsibility of the consultant is miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission. A Final Materials and Tests Certification will be submitted with the Final Records.

9. **Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. The Consultant shall ensure that test reports will be on file prior to payment. The TOF Project Engineer must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the TOF Project Engineer for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Engineer. Progress Payment request "cutoff" will be the 20th of each month.

Copies of approved subcontracts should be on file prior to the first Progress Payment.

10. **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the TOF Project Engineer.
11. **Distribution of Correspondence:** Submit to the TOF Project Engineer a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
12. **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by the Department or auditors. The records will be recorded on a standard form (field book) and/or on field inspection forms to be submitted to the Department. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. The consultant is not charged with the role of safety inspector, but expected to immediately notify the contractor of unsafe issues when seen for correction by the Prime Contractor. Document weekly (or as often as necessary) project traffic control. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors and all visitors on the project

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- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details with photos that may be important later in the project life

13. [Intentionally deleted.]

14. **Reports:** There are numerous reports, documents, etc., that must be generated in the process of contract administration. Any questions regarding the requirements can be forwarded to the TOF Project Engineer for clarification at any time.

15. **Final Records:** Submit a compilation of project records in the TDOT standard format to the Department after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records. Coordinate consultant hours after the project completion with the TOF Project Engineer for approval.

16. [Intentionally deleted.]

17. **Utility Relocations:** Utility relocation (KUB Gas) is part of this project. The Consultant will coordinate with KUB's Resident Project Representative (RPR) for gas utility quantities installed and approved for payment. Consultant will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor.

18. **Materials Testing Laboratory:** Provide designated materials testing laboratory for all applicable testing requirements.

19. [Intentionally deleted.]

20. [Intentionally deleted.]