



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

February 23, 2017

WORKSHOP

FEASIBILITY STUDY FOR PARKSIDE DRIVE/OUTLET DRIVE CONNECTOR

6:15 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. February 9, 2017
- VI. Business Items**
 - A. Approval of Proposal from Kimley-Horn and Associates, Inc. for Engineering Services for Union Road Improvements
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057

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

Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok and Williams; Alderman Povlin was absent.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of February 9, 2017 as presented. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Williams; Alderman Povlin was absent; no nays; motion passed.

Business Items

Approval of Proposal from Kimley-Horn and Associates, Inc. for Engineering Services for Union Road Improvements

Motion was made to approve contract for engineering services with Kimley-Horn and Associates for the Union Road Improvements in the amount of \$473,185. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Williams; Alderman Povlin was absent; no nays; motion passed.

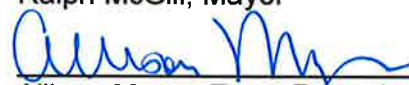
Town Administrator's Report

David Smoak, Town Administrator, announced that the Town would host a public hearing on March 7 for the Union Road improvement project. Also, Adam Price received the Code Official of the Year award for the second year in a row.

Meeting adjourned at 7:15 PM.



Ralph McGill, Mayor



Allison Myers, Town Recorder



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

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FARRAGUT BOARD OF MAYOR AND ALDERMEN MINUTES

February 9, 2017

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. January 26, 2017
- VI. Business Items**
 - A. Approval of Mid-Year Appointments to the Economic Development Committee and the Board of Zoning Appeals
 - B. Approval of Communications Equipment License Agreement with Zayo Group, LLC
- VII. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 17-01, an Ordinance to amend the text of the Municipal Code of the Town of Farragut, Tennessee, by amending Title 8, Alcoholic Beverages, Chapter 1, Intoxicating Liquors, Section 8-101, Definitions and 8-102, Alcoholic Beverage Regulations; Chapter 2, Beer, Section 8-206(5), Definitions and Section 8-218 (4)(a) & (e), to amend the maximum square footage for Class 4 on-premise tavern permit. (The Casual Pint, Applicant)
 - B. First Reading
 - 1. Ordinance 16-27, an ordinance to amend the Farragut Zoning Ordinance, Chapter 4., Section XX., Parking and Loading., to provide for new requirements

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- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of January 26, 2017 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Mid-Year Appointments to the Economic Development Committee and the Board of Zoning Appeals

Motion was made to appoint Samuel French to the Economic Development Committee position expiring June 2019. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Motion was made to appoint Michael Wilson to the Board of Zoning Appeals position expiring June 2017. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Communications Equipment License Agreement with Zayo Group, LLC

Motion was made to approve the Communications Equipment License Agreement between the Town of Farragut and the Zayo Group, LLC, for three small cell locations in the Parkside Drive area. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 17-01, an Ordinance to amend the text of the Municipal Code of the Town of Farragut, Tennessee, by amending Title 8, Alcoholic Beverages, Chapter 1, Intoxicating Liquors, Section 8-101, Definitions and 8-102, Alcoholic Beverage Regulations; Chapter 2, Beer, Section 8-206(5), Definitions and Section 8-218 (4)(a) & (e), to amend the maximum square footage for Class 4 on-premise tavern permit. (The Casual Pint, Applicant)

Motion was made to approve Ordinance 17-01 on second and final reading. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

First Reading

Ordinance 16-27, an ordinance to amend the Farragut Zoning Ordinance, Chapter 4., Section XX., Parking and Loading., to provide for new requirements

Motion was made to approve Ordinance 16-27 on first reading.

Motion was made to delete "Allocations shall not be based in selected dates where parking demands are atypical in comparison to the remainder of the year" in Section XX., A., 4. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Voting yes to approving the revised Ordinance 16-27 on first reading; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the Town had received the GFOA Distinguished Budget Presentation Award and the Art Show reception is February 17 from 5-7 PM.

Meeting adjourned at 8:00 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

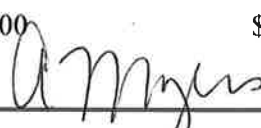
REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Proposal from Kimley-Horn and Associates, Inc. for Engineering Services for Union Road Improvements**INTRODUCTION:** The purpose of this item is a proposal for engineering services from Kimley-Horn and Associates, Inc. for design of improvements to Union Road, from Hobbs Road to Everett Road.

BACKGROUND: The Town has long regarded the western portion of Union Road (from Hobbs Road to Everett Road) to be in need of improvements. The existing roadway (approximately 4200 linear feet) is approximately 15 feet in width, with deficient horizontal and vertical alignments, as well as a bridge over Little Turkey Creek. The proposed improvements include widening the roadway to two 12' travel lanes with curb & gutter and a 12' wide multi-use path on the north side for bikes and pedestrians. The project will likely include some improvements of N. Hobbs Road between Kingston Pike and Union Road. Funding is provided through the Surface Transportation Program (federal funding), with an 80/20 match of federal/local funds.

The attached proposal from Kimley-Horn provides the scope of work and costs for the NEPA (National Environmental Policy Act) process and Design phases of the project. Total fee for these phases is **\$473,185** (of which the Town will be obligated to pay 20%, or \$94,637). While this cost may appear somewhat high when compared to other projects in our recent past, please understand that the environmental approval process (NEPA phase, approximately \$50,000), as well as the hydraulic modeling and bridge design require significantly more man-hours for this project than many others. As this total fee is above the amount currently earmarked in the TIP, staff is currently working with KRTPO to adjust the TIP to the proper level. The Town's FY17 original budget for the Union Road engineering is \$400,000. Monies have been transferred from the Kingston Pike/Campbell Station Road Intersection Improvements project, which will not be expended during the current fiscal year.

FINANCIAL SECTION: 310-43720-254**Project:** Union Road Improvements

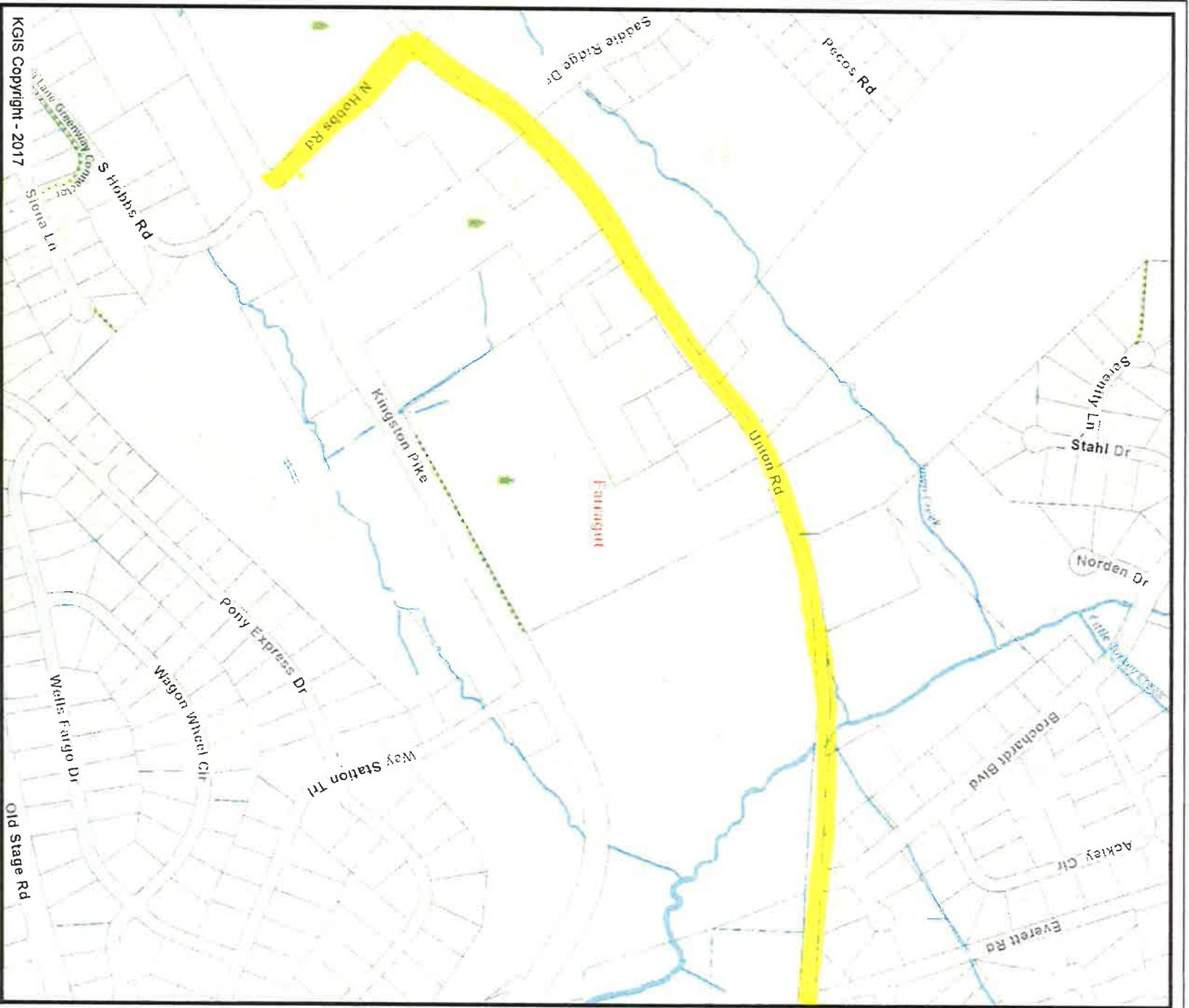
<u>Original Budget</u>	<u>CIP Fund Reserves</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$400,000	\$75,000	\$473,185	\$1,815

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

PROPOSED MOTION: Approval of the attached proposal for engineering services from Kimley-Horn and Associates, Inc. for engineering services for Union Road Improvements, subject to adjustment to the Transportation Improvement Program (TIP).

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



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Union Road Improvements

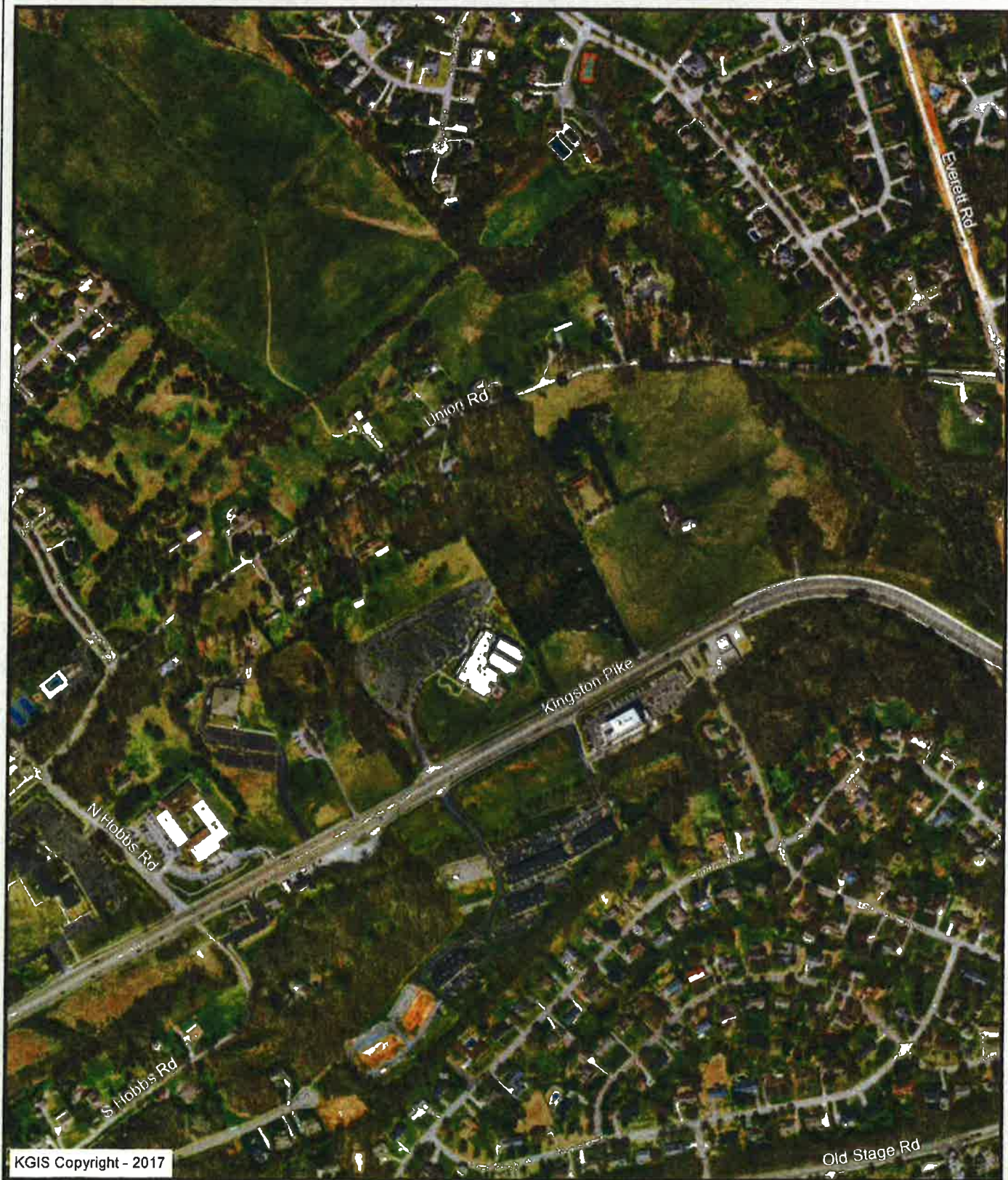
N. Hobbs Road to Everett Road

Knoxville - Knox County - KUB Geographic Information System

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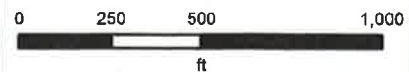


Union Road Improvements

N. Hobbs Road to Everett Road

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TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Union Road Improvements

Location: as identified in Attachment A

Description of Project: as identified in Attachment A

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

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

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$473,185.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

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

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

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

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

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

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

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

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

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

a. Except for professional liability insurance and workers compensation 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 to the extent caused by a negligent act or omission of the Contractor, 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:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: Chris Rhodes

Printed
Name: CHRIS RHODES

Title: VICE PRESIDENT

Date: FEBRUARY 16, 2017

Scope of Services

Based upon the qualifications package submitted by Kimley-Horn and Associates, Inc. to the Town of Farragut on January 4, 2017, and a follow-up scoping meeting held with Town staff on January 27, 2017, Kimley-Horn understand that the Town of Farragut wishes to have Kimley-Horn provide a variety of planning, environmental, engineering, public involvement, right-of-way, and bidding services associated with the Union Road Widening Project. A detailed description of our Scope of Services, Fee, and Schedule are as follows:

Task 1 - Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the Town to provide updates, coordinate project reviews, and other activities to help the Town keep the project stakeholders generally informed of the progress of the project.
- Project Kick-off Meeting - consists of scheduling, setting the agenda, and producing meeting minutes for one (1) project kick-off meeting.
- Project Review Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to three (3) project meetings as defined in the tasks below.
- Project Administration – administrative and accounting activities related to the day to day management of the project.

Task 1 Kimley-Horn Deliverables:

- 1) Meeting Minutes for up to four (4) project meetings (one (1) electronic copy each, Adobe PDF format) to the Town and all meeting attendees.

Task 2 - Existing Conditions Survey

Task 2.1 - Data Collection

Kimley-Horn will perform a site visit to review the existing conditions along the corridor and to collect digital photography to assist with the NEPA Documentation, public involvement, and design efforts in later tasks.

Task 2.2 - Field Survey

A topographic field survey will be performed to TDOT Survey standards in Microstation and Geopak V8i file format, tied to the Tennessee State Plan Coordinate System and referencing local benchmarks. The survey corridor will be 150' wide, centered on the existing roadway centerline of Union Road. The corridor begins at the intersection of North Hobbs Road and Union Road and continues east to the intersection of Union Road and Everett Road. An additional 150' survey corridor will be surveyed along North Hobbs Road from the intersection of Kingston Pike to the intersection Union Road.

Kimley-Horn will acquire the data to prepare cross sections of Little Turkey Creek where it crosses the proposed project in order to develop the hydraulic analysis model.

Kimley-Horn will provide a list of property owners, copies of deeds, and parcel acreage for each impacted property to the Town of Farragut in Microsoft Excel format.

Task 2 Kimley-Horn Deliverables:

- 1) *Microstation file with topographic survey of project corridor (one (1) electronic copy, Microstation v8i DGN format) to the Client*
- 2) *Geopak GPK file with survey points, roadway centerline, and parcels defined (one (1) electronic copy, Microstation v8i GPK file format) to the Client*

Task 3 - Geotechnical Services

Kimley-Horn understands a one span bridge will be constructed on Union Road associated with the road widening project.

Task 3.1 - Bridge Exploration

The geotechnical exploration for the bridge will consist of four (4) soil test borings. Two (2) test borings will be drilled at each abutment of the bridge. All borings will be drilled to auger refusal. It is anticipated the coring of 10 feet of rock in one boring at each abutment. It is estimated auger refusal will be encountered at depths no greater than 30 feet below the existing ground surface. Standard penetration resistance tests (SPT) will be performed at 2.5 foot intervals in the upper 10 feet and then at 5 foot intervals to boring termination or refusal depth.

The samples obtained will be returned to a laboratory where they will be reviewed by a geotechnical engineer or staff professional for classification. It is assumed that laboratory testing of representative soil samples will include natural moisture content determinations; Atterberg limits testing; and grain-size analysis. One representative section of rock core will be subjected to unconfined compressive strength testing.

A written report prepared by a geotechnical engineer licensed in Tennessee will be provided to the Town and will contain the following:

- A review of surface topographic features and existing site conditions;
- A review of subsurface soil stratigraphy with pertinent available physical properties, including the presence of ground water, if encountered;
- Foundation recommendations, including allowable bearing pressure, which take into consideration the planned construction and encountered subsurface conditions;
- General excavation recommendations, including difficult excavation if auger refusal is encountered above planned excavation depths;
- Site preparation recommendations, including recommendations for compacted fills;
- Recommendations for retaining wall design and construction including lateral earth pressures;
- The recommended Seismic Site Class in general accordance with the IBC, based upon the average standard penetration test resistance method;
- A boring location plan and boring logs;
- A review of our laboratory test procedures conducted and results; and
- Recommended scope of additional services, if necessary.

Task 3.2 - Roadway Exploration

The exploration of the proposed roadway widening will consist of drilling borings at approximately 500 foot intervals. Kimley-Horn will provide up to 11 soil test borings associated with the road widening. If a specific area of concern is noted, the boring locations and spacing may be adjusted to accommodate

exploring the noted area. Boring will be drilled to a depth of 10 feet or auger refusal, whichever is first encountered.

Standard penetration resistance test (SPT) will be performed at 2.5 foot intervals in the upper 10 feet and then at 5 foot intervals to the boring termination or refusal depth. Rock coring is not included in our proposed scope of services.

A written report prepared by a geotechnical engineer licensed in Tennessee will be provided to the Town and will contain the following:

- A review of the surface topographic features and site conditions;
- A review of area geologic conditions;
- A review of subsurface soil stratigraphy with pertinent available physical properties, including the presence of ground water and anticipated ground water control measures, if encountered;
- General excavation recommendations, including difficult excavation if auger refusal is encountered above planned excavation depths;
- Site preparation recommendations, including recommendations for compacted fills or backfills and site drainage;
- A boring location plan and boring logs; and
- A review of laboratory test procedures conducted and results.

Task 3 Kimley-Horn Deliverables:

- 1) *Bridge Exploration Geotechnical Report (two (2) hard copies and one (1) electronic copy, Adobe Format) to the Client)*
- 2) *Roadway Exploration Geotechnical Report (two (2) hard copies and one (1) electronic copy, Adobe Format)*

Task 4 - NEPA Document Preparation

The environmental document, assumed at this point in time to be a Documented (D-List) Categorical Exclusion (CE), will present an analysis of the impacts for both the No-Build and Build Alternatives. The D-List CE will be prepared in accordance with 23 Code of Federal Regulations (CFR) 771, FHWA's Technical Advisory 6640.8a, and the TDOT Environmental Division's Environmental Procedures Manual. The following tasks outline the process needed to complete the National Environmental Policy Act (NEPA) document:

Task 4.1 - Technical Studies

The purpose of this task is to identify existing conditions and analyze potential impacts of the project's alternatives. In preparation of the CE, Kimley-Horn will perform technical analysis for the issues that are described in the sections below. The results of these analysis will be incorporated directly into the environmental document and included in the appendix:

- **Noise** – This project has been identified as a Type III project Federal or Federal-aid highway that does not meet classification of a Type I or Type II project. Type III projects do not require a noise analysis. If TDOT deems a noise study is required for this project, this work will be completed as an additional service.

- **Air** – TDOT will provide the air quality analysis (transportation conformity statement and Mobile Source Air Toxin (MSAT) analysis). Results of the Air Quality Analysis will be incorporated by Kimley-Horn directly into the CE document and included in the appendix.
- **Ecology Report** – The Ecology Report will consist of a database/Geographic Information System (GIS) search of the project corridor to identify environmental features and areas of concern within the study area. Other available data sources for current information will be checked and a field review will be conducted. The project team will also contact the Tennessee Department of Environment and Conservation, the U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service for confirmation of current findings. The Ecology Report will be completed in accordance with TDOT's Scope of Work for Ecological Studies (2008), Scope Attachments A (Ecology Report), G (Ecology Field Studies for Documents and Designs), and N (Species Review Form).
- **Floodplains** – A preliminary analysis of floodplains and floodways will be included in the analysis for the CE. Floodplains and floodways in the project area will be identified as part of the environmental screening, through the review of National Flood Insurance Rate Maps (FIRMS). Kimley-Horn will confirm if the Build Alternative would encroach into the base (100-year) floodplain and/or any regulatory floodways. A copy of the floodplain map will be included in the CE documentation.
- **Hazardous Materials** – It is assumed that no hazardous waste sites are found within or near the project's right-of-way. To confirm this assumption, a review of pertinent records at the Tennessee Department of Environment and Conservation (TDEC) will be completed and documented in the CE. If a Phase I ESA is deemed necessary by TDOT, this work will be completed as an additional service.
- **Asbestos Survey** – A Tennessee accredited asbestos inspector will evaluate the existing structure crossing Little Turkey Creek for suspect asbestos-containing materials (ACM). Kimley-Horn will submit up to 10 suspect ACM samples for Analysis by Polarized Light Microscopy (PLM) at a National Voluntary Laboratory Accreditation Program accredited laboratory. The results will be summarized and Kimley-Horn will submit a brief letter report which will include a tabular summary of areas of homogenous ACM and approximate quantities associated with each homogenous area and photographs of materials testing positive for ACM. Approximate ACM quantities identified are not intended for use by prospective abatement contractors for bidding purposes. The report will be incorporated into the CE.
- **Lead Paint Survey** – Kimley-Horn will sample up to 3 paint-chip samples from differentiated surface colors on the existing structure crossing Little Turkey Creek. A National Lead Laboratory Accreditation Program accredited laboratory will be utilized for the analytical laboratory evaluation of the sample materials. The assessment report will be incorporated into the CE.
- **Land Use** – Kimley-Horn will conduct a land use analysis to identify and examine the effect of applicable land use plans, current and future land uses and zoning and the extent of the applicable urban growth boundaries for the project area. This land use analysis will be incorporated into the CE.
- **Relocation Study** – It is assumed for this project that a Conceptual Stage Relocation Plan is not required for this project since there are no relocations anticipated. If a relocation study is deemed necessary by TDOT this work will be completed as an additional service.
- **Environmental Justice** – An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area, to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low income populations.

- Baseline data will be collected for low income and minority populations using U.S. Census data. The data will include race, color, national origin, age and level of income of overall population, as well as the existence of any minority or low-income populations or communities. Potential areas of EJ populations will be displayed on GIS mapping.
- The EJ analysis will be limited to desk-top research. No field work will be completed. If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community. If potential mitigation measures or potential community outreach efforts are identified, a supplement to this scope of services and fee estimate will be required. The EJ analysis will be incorporated directly into the CE.
- Parks and Recreational Resources/Section 6(f) – No parks or Section 6(f) resources are anticipated to be affected by the proposed project. If a Section 6(f) evaluation is deemed necessary, such work would be considered an additional service.
- Section 4(f) – No Section 4(f) resources are anticipated to be affected by the proposed project. If a Section 4(f) evaluation is deemed necessary, such work would be considered an additional service.
- Archaeology Survey – Shovel tests will be performed at intervals of approximately 65 feet along each side of the proposed corridor and at up to 2 sites that require additional testing. An archaeological literature and background search will be performed for the properties within the proposed corridor. Results from archaeological literature and background search as well as the shovel tests will be analyzed and documented. The documented findings will be provided in an Archaeological Survey Report that will be incorporated in the CE.
- Architectural Survey – The Architectural Area of Potential Effect (APE) will consist of the properties in the proposed corridor as well as those within the project watershed. It is understood the APE contains 8 architectural resources more than 50 years of age. A historic resource survey will be performed and outlined in an Architecture report. The Architecture report will be submitted to TDOT and TN- SHPO for review and approval and incorporated in the CE.
- Native American Coordination – If necessary, TDOT will undertake any Native American coordination. Results of the Native American Coordination will be incorporated by Kimley-Horn directly into the CE document and included in the appendix.

Task 4.2 - Public Involvement

A single public meeting for the project will be held. Kimley-Horn will prepare and present a brief presentation describing the proposed project during the meeting, and will answer any questions asked by the meeting attendees. As part of the presentation, Kimley-Horn will provide four (4) graphic renderings of the proposed improvements to Union Road. Following the meeting, a written summary of the meeting and documentation of the meeting advertisements will be added to the Categorical Exclusion document. Kimley-Horn will work with the Town of Farragut to select an acceptable site to hold the meeting. Kimley-Horn will prepare a single newspaper advertisement and contact local neighborhood associations to advertise the meeting. The costs for all newspaper advertisements, sound system, court reporter, and meeting location will be the responsibility of the Town of Farragut.

If a project newsletter or project website is required, it will be provided through the additional service clause of this agreement.

Task 4.3 - Document Preparation

The purpose of this task is to develop the CE documentation, consistent with the requirements of the Council on Environmental Quality (CEQ) and using the TDOT Environmental Division's Environmental Procedures Manual as a guide.

Kimley-Horn will incorporate the Purpose and Need, a project description and results of the technical studies into the CE. Where appropriate, proposed and/or potential mitigation measures will be discussed. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of impacts and comparison of impacts.

Kimley-Horn will produce the initial draft of the CE using the latest TDOT Environmental Division D-List CE template, and will conduct an internal quality review prior to submission of the draft to TDOT. The initial draft CE will then be submitted to the Town of Farragut and the TDOT Environmental Division for review.

Task 4.4 - Revise and Finalize Categorical Exclusion

The purpose of this task is to coordinate with the Town of Farragut and TDOT on the preparation of the final version of the CE. Following the receipt of comments from the Environmental Division on the initial draft of the CE, Kimley-Horn will revise the draft CE and resubmit the new version for review by the Town of Farragut and TDOT. Upon approval by FHWA, Kimley-Horn will produce up to three (3) hard copies of the final version along with three (3) CDs (or DVD's or thumb drives) which contain the technical appendices to be distributed.

Task 4 Kimley-Horn Deliverables:

- 1) On-site flagging of wetlands, if applicable
- 2) GPS coordinates of site wetlands, if applicable (one (1) electronic copy, Adobe PDF format) to the Client
- 3) Copy of all correspondence and submittals to various regulatory agencies (one (1) electronic copy each, Adobe PDF format) to the Client
- 4) Section 106 letter to TDOT (one (1) electronic copy, Adobe PDF format)
- 5) Hazardous Material summary letter to TDOT (one (1) electronic copy, Adobe PDF format)
- 6) Public Meeting Materials, including a 5 to 10-minute power point presentation, meeting handouts, comment cards, and sign in sheets (Meeting Handouts and Comment Cards 100 copies of each)
- 7) Public Comment Summary (one (1) electronic copy, Adobe PDF format)
- 8) Draft Categorical Exclusion document for Town review (one (1) electronic copy, Adobe PDF format)
- 9) Draft Categorical Exclusion document for TDOT and FHWA review (one (1) electronic copy, Adobe PDF format)
- 10) Final Categorical Exclusion document for TDOT and FHWA review and approval (three (3) hard copies, three (3) CDs (or DVD's or thumb drives) of the technical appendix and one (1) electronic copy, Adobe PDF format)

Task 5 - Preliminary Design Services

This task shall consist of development of Preliminary Plans for the design of the widening of Union Road for use in the support of the environmental documentation.

Task 5.1 - Traffic Analysis

Kimley-Horn will perform two (2) hour AM and PM peak turning movement counts for the following intersections:

- Everett Road / Union Road
- Union Road / Brochardt Boulevard
- Union Road / Saddle Ridge Drive
- Union Road / Hobbs Road

Based on the results of the counts, Kimley-Horn will conduct an operational analysis of the existing traffic conditions and 20-year forecasted traffic conditions at the referenced intersections. Kimley-Horn will utilize Synchro Software as well as the Highway Capacity Manual methodology to determine the level of service, vehicle delay, volume-to-capacity ratio and queue lengths for base year and future projections. Recommendations will be provided for intersection geometry and permanent traffic control at each intersection and summarized in a brief memorandum.

Task 5.2 – Hydraulic Analysis

Kimley-Horn will prepare a Bridge Hydraulics Design Report for the Union Road bridge over Little Turkey Creek. The effective FEMA hydraulic model will be updated to accurately model the existing bridge. In addition to the effective FEMA peak flow rates, peak flows using the USGS regression equations will also be estimated. The proposed structure will be analyzed based on the requirements found in the design Procedures for Hydraulic Structures, Tennessee DOT (2012) or latest edition. The Bridge Hydraulics Design Report will consist of the following:

- On-site inspection report, including photographs;
- supporting hydrologic and hydraulic data;
- Natural conditions hydraulic data;
- Hydraulic report summary form;
- Scour analysis; and
- Deck drain analysis.

If it is found in the hydraulic and preliminary structures analysis that a lesser structure than that scoped in the Preliminary Bridge Design and Final Bridge Design tasks of this agreement is needed, Kimley-Horn will coordinate with the Town of Farragut to revisit and revise the scope and fee for these two tasks based on the information provided from the analysis.

Task 5.3 - Preliminary Roadway Design

Upon receiving approval to proceed with the PE-NEPA Phase from TDOT, Kimley-Horn will prepare a preliminary design in accordance with TDOT's Roadway Design Guidelines and current Town of Farragut roadway design standards. The preliminary plans will be prepared to conform to TDOT's current CAD standards. The plans will consist of the following:

- Cover sheet with index
- Typical sections
- Present Layout plans
- Right-of-Way Layout plans (if needed)
- Proposed Layout plans

- Roadway Profiles
- Preliminary Bridge Layout and Detail plans
- Preliminary Drainage Map
- Preliminary Signing and Marking plans
- Roadway Cross Sections

Task 5.4 - Preliminary Bridge Design

Kimley-Horn will provide structural engineering design services for replacing the existing bridge on Union Road over Little Turkey Creek.

The bridge design will be based on AASHTO and TDOT design criteria. Specifications will be based on TDOT Standard Specifications and Special Provisions. Plans will be prepared in electronic format generally consistent with TDOT bridge plan assembly and standard practice when appropriate. The bridge will be designed for an AASHTO HL-93 loading using AASHTO LRFD Specifications. Plans will be prepared using English units. It is anticipated that the bridge will be a "base" TDOT type bridge with no aesthetic enhancements.

Following completion of the roadway plan and profile and hydraulics analysis, Kimley-Horn will develop preliminary bridge plans for the bridge replacement showing the plan and elevations and a typical section for the bridge. In accordance with TDOT practice, the preliminary bridge plans will consist of one to two plan sheets. The preliminary plans will be submitted to the Client and TDOT for review and approval.

Task 5.5 - Preliminary Utility Coordination

Kimley-Horn will submit preliminary plans (30% complete) to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the preliminary plans.

Task 5.6 - Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans (30% complete) to the Town for review and comment. Kimley-Horn will meet with the Town to discuss the Town's comments. Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in a meeting minutes that will be distributed to all attendees of the review meeting.

Task 5 Kimley-Horn Deliverables:

- 1) *Operational Analysis Memorandum (one (1) electronic copy, Adobe PDF format) to the Client.*
- 2) *30 percent preliminary plans package (one (1) full-size hard copy, two (2) half-size hard copies, and one (1) electronic copy, Adobe PDF format) to the Client*
- 3) *30 percent preliminary plans package (one (1) electronic copy, Adobe PDF format) to each known Utility Owner within the project corridor*
- 4) *Utility Coordination Request Letter (one (1) electronic copy, Adobe PDF format) to each known Utility Owner within the project corridor*
- 5) *Minutes from plans review meeting with the Town (one (1) electronic copy, Adobe PDF format) to all attendees*

Task 6 - Final Design Services

Task 6.1 - Construction Plans

Upon receiving approval to proceed with the PE-Design Phase from TDOT, Kimley-Horn will prepare a final design in accordance with TDOT's Roadway Design Guidelines and current Town of Farragut roadway design standards. The construction plans will be prepared to conform to TDOT's current CAD standards.

The construction plans will consist of the following sheets:

- Cover sheet
- Index and Standard Drawings sheets
- General Notes sheets
- Estimated Quantities sheets
- Estimated Bridge Quantities sheets
- Typical Sections sheets
- Details and Notes sheets
- Present Layouts
- Right-of-Way Layouts
- Proposed Layouts
- Roadway Profiles
- Bridge Layout and Details
- Signing and Marking plans
- Phased Erosion Prevention and Sediment Control plans
- Construction Traffic Control plans
- Roadway Cross Sections

Task 6.2 - 60% Design Submittal and Review

Kimley-Horn will submit design plans (60% complete) to the Town for review and comment. Kimley-Horn will meet with the Town to discuss the Town's comments. Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in a meeting minutes that will be distributed to all attendees of the review meeting.

Task 6.3 - Planning Commission Presentation

Kimley-Horn will prepare and present a brief presentation to the Planning Commission describing the proposed project reflecting 60% design plans.

Task 6.4 - Final Utility Coordination

Kimley-Horn will submit construction plans to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the construction plans.

Task 6.5 - Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Town wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Town will be paid for as Additional Services.

Task 6.6 - Final Design Submittal

After the comments and issues have been received and addressed from the 60% design submittal, Kimley-Horn will prepare a set of final construction plans. Kimley-Horn will submit draft construction plans to the Town for review and comment. Kimley-Horn will meet with the Town to discuss the Town's comments and coordinate the revisions received. Following the review meeting, Kimley-Horn will revise the plans based on the comments received. Kimley-Horn will submit the draft construction plans to the TDOT Office of Local Programs for review and approval by the TDOT Design Division. This submittal will consist of the design plans and the TDOT Local Programs forms for design approval. Upon receipt of comments from TDOT, Kimley-Horn will prepare the final Construction Plans. The Final Construction plans will be prepared on 22 by 34 inch mylar sheet, signed and sealed by a State of Tennessee licensed Professional Engineer.

Task 6.7 - Final Bridge Design

As part of the Final Design Submittal, Kimley-Horn will develop bridge plans and technical specifications. The fee associated with this task is based on the following:

- Bridge is anticipated to be a one-span structure.
- Superstructure will be AASHTO prestressed concrete girders or a "slab-type" superstructure using 40-foot +/- maximum span length.
- The bridge may have bike lanes and a sidewalk / multi-use path on one or both sides.
- The bridge will be in a tangent roadway alignment.
- A full road closure is anticipated at the bridge site and phased bridge construction is not anticipated.
- Bents will be 90 degrees to the roadway centerline.
- Abutments will be typical TDOT type cast-in-place concrete abutments on driven pile foundations.
- Standard TDOT bridge railings will be used.
- One (1) utility may be supported from the bridge.
- A closed bridge deck drainage system is not anticipated.

TDOT standards will be used as appropriate to develop the plan sheets. Following TDOT bridge plan presentation practice, the bridge plans are expected to consist of 14 plan sheets.

Kimley-Horn will prepare a technical specifications section for the bridge. The technical specifications section will be based on TDOT Standard Specifications and Special Provisions. Quantities will be developed using TDOT standard quantity descriptions.

Task 6.8 - Board of Mayor and Alderman Presentation

Kimley-Horn will prepare and present a brief presentation to the Board of Mayor and Alderman describing the proposed project based on 100% design plans.

Task 6 Kimley-Horn Deliverables:

- 1) 60 percent roadway construction plans for Town review (one (1) full-size hard copy, two (2) half-size hard copies, and one (1) electronic copy, Adobe PDF format)
- 2) 60 percent preliminary roadway plans package (one (1) electronic copy, Adobe PDF format) to each known Utility Owner within the project corridor
- 3) Four (4) Perspective Renderings reflecting the 60% design (one (1) electronic copy)
- 4) Utility Coordination Request Letter (one (1) electronic copy, Adobe PDF format) to each known Utility Owner within the project corridor
- 5) Final sealed plans for Town submittal (one (1) full-size mylar hard copy, two (2) half-size hard copies, and one (1) electronic copy, Adobe PDF format)
- 6) Final sealed plans for TDOT submittal (two (2) half-size hard copies, and one (1) electronic copy, Adobe PDF format)
- 7) Design Certification Letter for submittal to TDOT (one (1) electronic copy, Adobe PDF format)
- 8) Final sealed plans for bidding (one (1) electronic copy, Adobe PDF format) to the Client
- 9) Final engineer's opinion of probable construction cost (one (1) electronic copy, Adobe PDF format) to the Client

Task 7 - Environmental Permitting

Task 7.1 - Stormwater Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by TDEC for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to reduce the negative downstream impacts due to pollutant run-off related to construction activities.

Kimley-Horn will submit a copy of the SWPPP to the Town for review. Kimley-Horn will revise the SWPPP document in accordance with the Town's comments and will submit the SWPPP document to TDEC for review. Kimley-Horn will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. The Town of Farragut shall be responsible for all permitting and review fees associated with this task.

Task 7.2 – NPDES Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that the only environmental permit that will be required for the project will be a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity. Kimley-Horn will prepare the NPDES General Permit application and will submit it to TDEC along with the approved SWPPP document for processing by TDEC.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDOT, TDEC, or any other agency, those permits can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Task 7.3 – Nationwide 404 Permit and General 401 Water Quality Certification

If needed, due to Little Turkey Creek that crosses the project, Kimley-Horn will prepare the applications to submit for a Nationwide #14 permit and a General 401 Water Quality Certification. Kimley-Horn will submit the application to the U.S. Army Corps of Engineers (USACE) and TDEC, respectively.

If an Individual 404 Permit and an Individual 401 Water Quality Certification are required, KHA can prepare and submit the applications in accordance with the Additional Services clause of this agreement.

Task 7 Kimley-Horn Deliverables:

- 1) Draft Project SWPPP (one (1) hard copy and one electronic copy, Adobe PDF format, to the Town and one (1) hard copy to TDEC)
- 2) Final Project SWPPP (one (1) hard copy and one electronic copy, Adobe PDF format, to the Town and one (1) hard copy to TDEC)
- 3) NPDES Permit Application (one (1) electronic copy each, Adobe PDF format, to the Town and to TDEC)
- 4) Nationwide 404 permit application, if required (one (1) electronic copy, Adobe PDF format, to the Town and to TDEC)
- 5) General 401 water quality permit application, if required (one (1) electronic copy, Adobe PDF format, to the Town and to TDEC)

Task 8 - Right-of-Way Services

It is anticipated that construction for this project will require the acquisition of new Right-of-Way and easements for up to 29 properties. Any right-of-way or easements required for this project must be obtained by the Town in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

Task 8.1 Acquisition Plats

Based on a review of the properties along the corridor and the currently defined project limits, it is anticipated that there will be a maximum of 29 properties that will require some form of easement or right-of-way acquisition. Kimley-Horn will prepare plats and legal descriptions for the required easements on the project for up to 29 properties. If additional plats beyond this number are required, Kimley-Horn will notify the Town and will prepare the additional plats in accordance with the Additional Services clause of this agreement.

The Town of Farragut will be responsible for all other activities associated with the acquisition of rights-of-way and easements for this project. The only Kimley-Horn task in this effort will be the preparation of legal plats and descriptions. Services to be performed by the Town during this phase of the project will include, but are not limited to, the following:

- Preparation of Title Reports for all subject properties
- Preparation of Initial Property Owner Contact forms
- All meetings and negotiations with property owners

- Preparation of Appraisals for property to be acquired, where applicable
- Preparation of Review Appraisals, where applicable
- Preparation of Appraisal Waivers, where applicable
- Preparation of Donation Documents, where applicable
- Negotiation with property owners
- Preparation of Administrative Settlement Requests, where applicable
- Preparation of Warranty Deed or Easement conveyance documents
- Preparation of Closing Statements
- Filing and recording of all documents with the Knox County Register's Office

The Town of Farragut will be responsible for all fees associated with the recording of the project acquisition documents.

Task 8 Kimley-Horn Deliverables:

- 1) *Plats and Legal Description for acquisitions on up to twenty-nine properties (one (1) hard copy and one (1) electronic copy, Adobe PDF format)*

Task 9 - Bid Phase Services

Task 9.1 - DBE Goal Setting

Given the construction budget for this project, the Town of Farragut will be required to set goals for DBE participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to the Town and TDOT for review and approval.

Task 9.2 - Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT Office of Local Programs standards. Kimley-Horn will prepare technical specifications for those items that are not covered by the TDOT specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, required special provisions, and an 11" x 17" plan set. The proposal contract will be submitted to the TDOT Office of Local Programs for approval and authorization for the Town to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver 20 bond copies of the plans and Proposal Contract to the Town.

Task 9.3 Bid Assistance

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the Town with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. Kimley-Horn staff will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with Town of Farragut staff following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, Awards of Construction Contracts. Kimley-Horn will prepare a written summary

of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT for review and approval to award the contract to the lowest responsive bidder.

Task 9 Kimley-Horn Deliverables:

- 1) *Project DBE Goal Worksheet (one (1) electronic copy to the Town and one (1) electronic copy to TDOT)*
- 2) *Draft Proposal Contract (one (1) electronic copy in Adobe Acrobat PDF format) to TDOT*
- 3) *Final Proposal Contract (one (1) electronic copy in Adobe Acrobat PDF format) to TDOT*
- 4) *Plans Package and Proposal Contract copies for bidders (20 bond copies)*
- 5) *Responses to bidder questions (one (1) electronic copy in Adobe Acrobat PDF format)*
- 6) *Bid tabulation and Request to Award letter for submittal to TDOT (one (1) electronic copy in Adobe Acrobat PDF format)*

Task 10 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then current hourly rates or an agreed upon lump sum value. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional environmental studies outside of those describe above
- Additional traffic data collection (TMC / ADT)
- Additional traffic engineering analyses
- 3-D Fly-Through Visualization Model
- Street lighting design services
- Landscape / streetscape design services
- Additional permits outside of those scoped above
- Additional plats and descriptions in excess of the 29 scoped above
- Additional bid phase and pre-construction services should the Town decide to bid the project multiple times
- Engineer of Record (EOR) services during the construction phase
- Attendance at review meetings and / or public hearings outside of those mentioned above
- Others as requested by the Client

Information Provided by the Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing plans for roadways, drainage, and utilities for adjacent properties
- Existing plans or plats for proposed developments in the project area.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fees

Kimley-Horn will perform the planning, NEPA, and design phase services described in Task 1 through 9 for the total lump sum fee below:

<i>Task 1 – Project Management</i>	<i>\$22,450</i>
<i>Task 2 – Field Surveys/Data Collection</i>	<i>\$51,070</i>
<i>Task 3 – Geotechnical Services</i>	<i>\$34,000</i>
<i>Task 4 – Environmental Documentation</i>	<i>\$45,550</i>
<i>Task 5 – Preliminary Design Services</i>	<i>\$103,770</i>
<i>Task 6 – Final Design Services</i>	<i>\$183,015</i>
<i>Task 7 – Environmental Permitting</i>	<i>\$8,050</i>
<i>Task 8 – Right-of-Way Phase Services</i>	<i>\$16,710</i>
<i>Task 9 – Bid Phase Services</i>	<i>\$8,570</i>

Planning, NEPA / Design Fee (Lump Sum – Tasks 1 through 9): **\$473,185**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary (as allowed by the TDOT *Local Government Guidelines for the Management of Federal and State Funded Transportation Projects*). Kimley-Horn will perform the services described in Task 10 (Additional Services) of the Scope of Services on a labor fee plus expense basis or a lump sum basis to be determined in conjunction with Town staff should the need arise for Additional Services. Effort associated with Task 10 will not be performed without authorization from you.

Kimley-Horn and Associates, Inc.**Hourly Rate Schedule**

Category	Hourly Billing Rate
Professional	\$130 – \$165
Senior Professional	\$185 – \$235
Senior Project Manager / Principal	\$255 – \$280
Senior Technical Support	\$155 – \$165
Technical Support	\$110 – \$140
Support Staff	\$80 – \$100

Effective through June 30, 2018. Subject to annual adjustment thereafter.



GHS SAFETY DATA SHEET

WELD-ON® 763™ Low VOC Styrene Rubber Cement

Date Revised: FEB 2010

Supersedes: OCT 2009

SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: WELD-ON® 763™ Low VOC Styrene Rubber Cement

PRODUCT USE: Low VOC Styrene Rubber Cement

SUPPLIER:

MANUFACTURER: IPS Corporation

17109 South Main Street, Carson, CA 90248-3127

P.O. Box 379, Gardena, CA 90247-0379

Tel. 1-310-898-3300

EMERGENCY: Transportation: Tel. 800.424.9300, 703.527.3887 CHEMTREC (International)

Medical: Tel. 800.451.8346, 760.602.8703 3E Company (International)

SECTION 2 - HAZARDS IDENTIFICATION

GHS CLASSIFICATION:

Health	Environmental	Physical
Acute Toxicity: Category 4 Skin Irritation: Category 3 Skin Sensitization: NO Eye: Category 2B	Acute Toxicity: None Known Chronic Toxicity: None Known	Flammable Liquid Category 2

GHS LABEL:



OR



Signal Word: Danger

WHMIS CLASSIFICATION: CLASS B, DIVISION 2

Hazard Statements

H225: Highly flammable liquid and vapor
H319: Causes serious eye irritation
H332: Harmful if inhaled
H335: May cause respiratory irritation
H336: May cause drowsiness or dizziness
EUH019: May form explosive peroxides

Precautionary Statements

P210: Keep away from heat/sparks/open flames/hot surfaces - No smoking
P261: Avoid breathing dust/fume/gas/mist/vapors/spray
P280: Wear protective gloves/protective clothing/eye protection/face protection
P304+P340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
P403+P233: Store in a well ventilated place. Keep container tightly closed
P501: Dispose of contents/container in accordance with local regulation

SECTION 3 - COMPOSITION/INFORMATION ON INGREDIENTS

CAS#	EINECS #	REACH Pre-registration Number	CONCENTRATION % by Weight
78-93-3	201-159-0	05-2116297728-24-0000	54 - 71

Methyl Ethyl Ketone (MEK)

All of the constituents of this adhesive product are listed on the TSCA inventory of chemical substances maintained by the US EPA, or are exempt from that listing.
* Indicates this chemical is subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (40CFR372).

SECTION 4 - FIRST AID MEASURES

Contact with eyes: Flush eyes immediately with plenty of water for 15 minutes and seek medical advice immediately.
Skin contact: Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water. If irritation develops, seek medical advice.
Inhalation: Remove to fresh air. If breathing is stopped, give artificial respiration. If breathing is difficult, give oxygen. Seek medical advice.
Ingestion: Rinse mouth with water. Give 1 or 2 glasses of water or milk to dilute. Do not induce vomiting. Seek medical advice immediately.

SECTION 5 - FIREFIGHTING MEASURES

Suitable Extinguishing Media: Dry chemical powder, carbon dioxide gas, foam, Halon, water fog.
Unsuitable Extinguishing Media: Water spray or stream.
Exposure Hazards: Inhalation and dermal contact
Combustion Products: Oxides of carbon, hydrogen chloride and smoke
Protection for Firefighters: Self-contained breathing apparatus or full-face positive pressure airline masks.

	HMIS	NFPA	0-Minimal
Health	2	2	1-Slight
Flammability	3	3	2-Moderate
Reactivity	0	0	3-Serious
			4-Severe

SECTION 6 - ACCIDENTAL RELEASE MEASURES

Personal precautions: Keep away from heat, sparks and open flame.
Provide sufficient ventilation, use explosion-proof exhaust ventilation equipment or wear suitable respiratory protective equipment.
Prevent contact with skin or eyes (see section 8).
Environmental Precautions: Prevent product or liquids contaminated with product from entering sewers, drains, soil or open water course.
Methods for Cleaning up: Clean up with sand or other inert absorbent material. Transfer to a closable steel vessel.
Materials not to be used for clean up: Aluminum or plastic containers

SECTION 7 - HANDLING AND STORAGE

Handling: Avoid breathing of vapor, avoid contact with eyes, skin and clothing.
Keep away from ignition sources, use only electrically grounded handling equipment and ensure adequate ventilation/fume exhaust hoods.
Do not eat, drink or smoke while handling.
Storage: Store in ventilated room or shade below 44°C (110°F) and away from direct sunlight.
Keep away from ignition sources and incompatible materials: caustics, ammonia, inorganic acids, chlorinated compounds, strong oxidizers and isocyanates.
Follow all precautionary information on container label, product bulletins and solvent cementing literature.

SECTION 8 - PRECAUTIONS TO CONTROL EXPOSURE / PERSONAL PROTECTION

EXPOSURE LIMITS:	Component	ACGIH TLV	ACGIH STEL	OSHA PEL	OSHA STEL
	Methyl Ethyl Ketone (MEK)	200 ppm	300 ppm	200 ppm	

Engineering Controls: Use local exhaust as needed.

Monitoring: Maintain breathing zone airborne concentrations below exposure limits.

Personal Protective Equipment (PPE):

Eye Protection: Avoid contact with eyes, wear splash-proof chemical goggles, face shield, safety glasses (spectacles) with brow guards and side shields, etc. as may be appropriate for the exposure.

Skin Protection: Prevent contact with the skin as much as possible. Butyl rubber gloves should be used for frequent immersion.
Use of solvent-resistant gloves or solvent-resistant barrier cream should provide adequate protection when normal adhesive application practices and procedures are used for making structural bonds.

Respiratory Protection: Prevent inhalation of the solvents. Use in a well-ventilated room. Open doors and/or windows to ensure airflow and air changes. Use local exhaust ventilation to remove airborne contaminants from employee breathing zone and to keep contaminants below levels listed above.
With normal use, the Exposure Limit Value will not usually be reached. When limits approached, use respiratory protection equipment.

Globally Harmonized Hazard Communication

A Few Questions

What is the meaning of the following pictograms?









Match the statements by placing the appropriate number in the indicated column next to the lettered statement it best matches—only one answer for each

Place number here



a. Ex. May be left off SDS	11
b. 16 sections	
c. Precautionary statement	
d. December 1, 2013	
e. Red	
f. Burns the skin	
g. 3rd	
h. Toxicity or Poison	
i. Annually	
j. Explosion	
k. Evaluation changed to	

1. When haz com update training required
2. Color of frame on pictograms
3. Physical hazard
4. Health hazard
5. Corrosive
6. SDS
7. Classification
8. Train employees on new labels
9. GHS revision adopted by OSHA
10. Wear protective gloves
11. Trade secret