



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA**

October 26, 2017

**WORKSHOP
6:00 PM**

**McFee Park Design
ADA Assessment Plan
Tourism Program Update
Meeting Protocol Review**

**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. October 12, 2017
- VI. Ordinances**
 - A. Second Reading
 - 1. Ordinance 17-14, Ordinance amending the General Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09, Tourism Program
 - 2. Ordinance 17-16, Ordinance amending the General Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09, Human Resources-Professional Services

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WWW.TOWNOFFARRAGUT.ORG

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.

VII. Business Items

- A. Approval of Contract for ADA Self-Evaluation and Transition Plan
- B. Approval of Proposal for Engineering Services from Urban Engineering, Inc. for Preliminary Plans for Smith Road Greenway/Sidewalk.
- C. Approval of Proposals for Right of Way Acquisition Services for Watt Road Intersection at Kingston Pike
- D. Approval of Proposal for Engineering Services from Cannon & Cannon, Inc. for Advanced Traffic Management System Phase 1 Project
- E. Approval of Contract for McFee Park Phase III Design Services Contract

VIII. Town Administrator's Report

IX. Town Attorney's Report



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
October 12, 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. September 28, 2017
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 17-15, First reading of an ordinance to replace the existing Town of Farragut Sinkhole Ordinance with new requirements
- VII. Business Items**
 - A. Approval of the Hot to Trot Race 5K/10K and Fun Run
 - B. Approval of a request for a variance from the distance from intersections and distance between driveways requirements in the Driveways and Other Accessways Ordinance in association with a requested right in right out access onto Concord Road for the property referenced as Parcel 37.03, Tax Map 153, 4.68 Acres, Zoned NC (Knox County) (John and Sarah Mailen, Applicant)
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

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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 Pinchok, seconded by Alderman Williams; 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 September 28, 2017 as presented. Moved by Alderman Williams, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli and Williams; Alderman Pinchok abstained; Alderman Povlin was absent; no nays; motion passed.

Ordinances

First Reading

Ordinance 17-15, First reading of an ordinance to replace the existing Town of Farragut Sinkhole Ordinance with new requirements

Motion was made to approve Ordinance 17-15 on first reading. Moved by Alderman Markli, seconded by Alderman Pinchok. After much discussion a substitute motion was made to approve Ordinance 17-15 on first reading and have the Stormwater Advisory Committee review the ordinance before second reading. 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.

Business Items

Approval of the Hot to Trot Race 5K/10K and Fun Run

Motion was made to approve the Hot to Trot Race 5K/10K and Fun Run road closures on Parkside on November 23, 2017. 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.

Approval of a request for a variance from the distance from intersections and distance between driveways requirements in the Driveways and Other Accessways Ordinance in association with a requested right in right out access onto Concord Road for the property referenced as Parcel 37.03, Tax Map 153, 4.68 Acres, Zoned NC (Knox County) (John and Sarah Mailen, Applicant)

Motion was made to approve the variance request as presented. Moved by Alderman Markli, seconded by Mayor McGill. After some discussion a substitute motion was made to postpone until additional information is acquired. Moved by Alderman Pinchok, seconded by Mayor McGill; voting yes, Mayor McGill, Aldermen Pinchok and Williams; Alderman Markli voting no; Alderman Povlin was absent; motion passed.

Town Administrator's Report

Gary Palmer, Assistant Town Administrator, announced that he has accepted a job in Roswell, GA and would begin work there November 1.

Meeting adjourned at 8:00 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** David Smoak, Town Administrator**SUBJECT:** Ordinance 17-14, Second Reading of amending the General Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09**INTRODUCTION:** The purpose of this agenda item is to approve Ordinance 17-14, on second reading.**BACKGROUND:** The Board of Mayor and Aldermen listed as their top policy agenda item for this year to develop a funding plan for tourism promotion in the Town of Farragut. In October 2016, the Town hired marketing firm Girl on the Roof to analyze our current marketable assets and develop a marketing plan that would enhance the Town's brand awareness for our residents and drive more visitors to Farragut to shop, eat, stay and play in our community.**DISCUSSION:** The proposed marketing plan that was developed with feedback from Town staff and the Economic Development Advisor Committee is attached for your review. Included in the plan are estimated costs associated with many of the activities that will need to take place on an annual or semi-annual basis to drive more visitors to Farragut.

To accomplish these annual goals, I am proposing to hire a part-time Tourism Coordinator that would help refine our marketing strategy and implement the plan. The budgeted cost of the Tourism Coordinator position for the remainder of FY2018 is \$30,000. In addition, the marketing budget as proposed would be an additional \$90,000, for a total budget adjustment of \$120,000.

STRATEGIC PLAN FY2017: Implementing the tourism program meets the goals of the Board of Mayor and Aldermen's Policy Agenda 2017, Top Priority: Tourism Development Plan-Funding. It also accomplishes the Town's goal of Maintaining a Financially Sound Town Providing Excellent Services: Provide a dedicated funding plan for Tourism Development.**RECOMMENDATION BY:** Town Administrator David Smoak for approval.**PROPOSED MOTION:** To approve Ordinance 17-14, amending the General Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09 on second and final reading.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

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

ORDINANCE	17-14
PREPARED BY	Myers
1 ST READING	September 14, 2017
2 nd READING	October 26, 2017
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2017-2018 BUDGET, PASSED BY ORDINANCE 17-09**

WHEREAS, the Town of Farragut adopted the fiscal year 2017-18 budget by passage of Ordinance Number 17-09 on June 22, 2017; 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 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 2017-2018 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 17-09 is hereby amended by:

- Increasing the appropriated expenditures in the General Fund Budget by \$120,000. Expenditures for the General Fund will total \$7,114,579.

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

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

The Marketing of Farragut

When the board first approved the contract to create a Town brand and then approved an additional contract a year or so later to begin a basic marketing plan, it was the first major attempt by the Town to control our message. The brand and the basic marketing plan has three major buckets, all of which are interrelated and require coordination and cooperation but also require three different skill sets for staff, consultants and volunteers. These buckets are: Business Development; Residents Development (within an approximate three-mile radius of the town limits); and Visitor Development. Below is a brief recap of current and future work as outlined by the marketing plan and/or Board of Mayor and Aldermen:

1. Business Development – please note that future work items have not been assigned to any department or organization

- Current work includes:
 - Recruiting business by working with Retail Strategies
 - Recruiting business through ICSC
 - Updating and promoting Comprehensive Land Use Plan
 - Working with current and future developers and contractors
 - Updating ordinances as appropriate due to changes in laws, technology and other advancements
 - Business tag line development
 - Coordinating with and funding the Farragut/West Knox Chamber of Commerce
 - Coordinating with and funding Shop Farragut - Farragut Business Alliance
- Possible near future work items include:
 - Creating a step-by-step business guide
 - Creating a business landing page on the website
 - Creating a business liason/advocate program (through Farragut Business Alliance)
 - Raising funds for park and historical projects (including naming rights)

2. Resident Development (work items assigned to Parks & Leisure Services/Public Relations)

- Current work includes:
 - Communication through various types of social media (i.e. Facebook, Twitter)
 - Communication through local print and on-air media sources (i.e. TV, radio, newspapers, posters)
 - Communication through publications (i.e. Annual Report, Talk of the Town)
 - Local paid advertising
 - Digital communication (i.e. website, e-newsletters, cable)
 - Continuation of branding program (i.e. logo placement, signage)
- In process or near future work items include:
 - New resident guide and website landing page
 - Development of social media calendar/posting schedule
 - Development of social media templates
 - Development of social media follower growth and promotional plan (for local)

- Video production (mid-level using staff) – for use on social media
- Expansion of greenway mapping (i.e. printed maps and/or maps)
- Resident tagline development
- Development of a year end (fiscal year) publication, highlighting the accomplishments of the town

3. Visitor Development (see DMO and CVB definition below – work items would be assigned to new visitor/tourism coordinator and/or outside agencies including the Chamber and the Farragut Business Alliance)

- Current work includes:
 - Very limited national, state and regional print advertising
 - Limited work with state and regional tourism organizations
 - Visitor tagline development
- Near future work items may include:
 - SEO (search engine optimization) research (keywords for target audiences)
 - Visitor landing page on website
 - Development of social media follower growth and promotional plan (national, state & local)
 - Maximize opportunities on Yelp and Trip Advisor
 - Implement phase one of wayfinding signage
 - Pilot campaign for Google AdWords advertising
 - Development of initial stage of a co-op advertising plan
 - Coordinate production of professional video series and shorts
 - Development of visitor packages
 - Development of pedestrian walking tour
 - Development of Google display network advertising campaign (using videos)
 - Development of a self-populating community calendar
 - Development of visitor/tourist publication

Definitions

Chamber of Commerce

- General Definition - Focuses on boosting the local economy by bringing new businesses to their area. Some chambers provide packets for new or perspective residents.

Merchants Association:

- Similar to a Chamber of Commerce but with a more centered focus on sales tax producing merchants within a very defined geographic area.

Destination Marketing Organization (DMO) or Convention and Visitors Bureau (CVB):

- Focuses on boosting the local economy by bringing tourism and conventions to their area
 - Offers impartial and a full range of information about the destination
 - Recruits conventions, group meetings, social functions (weddings, reunions, etc.), and sporting tournaments
 - Saves visitors time and energy by providing for tourism needs
 - Generally charges nothing for their services and information

Items to Consider Regarding a Farragut Visitors Bureau:

- The number one goal is to attract more visitors and tourists to spend monies within the Town boundaries. A secondary benefit is that visitors that are impressed with the Town are more likely to become future residents
- The Town has: a convenient location off two major interstates, a variety of motel experiences and chains, a plethora of dining and shopping options (both chain and local), mid-level (local and district) recreation facilities, easy access to an airport and surrounding attractions. The Town does not have (as opposed to the vast majority of CVB or DMO's): a convention center or large meeting area, indoor recreation facility, wedding facility, national or regional sports facility or a destination attraction
- According to our Farragut hotel owners/managers and those in the tourism business, a tourist is a person who travels to our Town from more than 50 miles away. Other persons who spend time in Farragut would be classified as visitors (those who live 3 or more miles away.) Tourists (as defined above) in Farragut will largely fall into one of three groups: those spending the night for business or leisure travel, those who are attending a tournament or function in the area and wish to stay near dining and shopping options and those who are using Farragut as a jumping off point for other tourist destinations (i.e. Zoo Knoxville, Urban Wilderness, Smoky Mountains, etc.)
- While it is true that a person who spends the night will likely generate more sales tax per day, visitors that spend an hour or a day are also important to Farragut's economy. Visitors may come for a variety of reasons including: shopping options, dining options, specialty retail (i.e. Costco), medical appointments, visit to a park or splash pad, youth or adult sports (not just tournaments but practices and games), family entertainment such as Cool Sports or Putt Putt, bike rides or walks on the greenway, etc. Many of these visitors do or could be further encouraged to spend additional time eating, shopping, participating in an event, or visiting a family entertainment business.
- The Town's current Annual Report has been, to this point, a "one stop" publication to share successes and provide information to prospective or new residents. This is no longer a productive publication and needs to be separated into appropriate publications (i.e. visitor guide, new resident guide, annual financial report)

Visitor/Tourism Coordinator - Proposed Work Program

- Assess and develop mission for the Farragut Visitors Bureau – possibly through a “listening tour” of the town by speaking with current hotels, restaurants, entertainment facilities and other retail businesses in conjunction with the Farragut Business Alliance and the Farragut Chamber of Commerce
- Develop charter and by-laws and recruit members for a Visit Farragut advisory committee. Sample membership would include a representative from the hotel, restaurant, attraction and general businesses plus one member of the Board of Mayor and Aldermen and a citizen at large
- Establish relationships with area CVB/DMO’s including Visit Knoxville, Oak Ridge, Blount and Loudon County with the goal of regional promotion
- Establish relationships and actively participate in Visit Knoxville Sports Commission recruitment
- Establish relationship and explore coordination opportunities with the Farragut/West Knox Chamber of Commerce
- Establish relationship and explore coordination opportunities with Shop Farragut (Farragut Business Alliance)
- Establish relationship and explore coordination opportunities with Farragut Schools
- Implement stage one of the wayfinding signage program
- Coordinate initial stage of national, state and regional tourism advertising
- Implement visitor landing page on Town website and implement SEO research in update of website
- Coordinate and expand Town presence on Tennessee State Tourism website
- Develop, advertise and maintain a self-populating community calendar
- Maximize opportunities on Yelp and Trip Advisor
- Implement Google adwords advertising strategy
- Initiate discussions for a co-op advertising plan
- Coordinate production of an initial video series
- Initiate the development of visitor packages with Town businesses
- Collaborate on strategy and signage for a pedestrian walking tour
- Propose goals, objectives and performance measurements for future fiscal years

General Definition of Work

Performs complex professional and administrative work in the development and implementation of plans and programs to attract and sustain cultural tourism and business in the Town of Farragut. Work involves developing goals and processes under the direction of the Leisure Services Director

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.

Essential Functions

Develop and promote the Town's vision of tourism by designing processes, programs, business plans and events that involve the public as participants and consumers; manage and work with local businesses and organizations to unify local and state wide efforts to promote natural, cultural and heritage tourism.

Manage the development and implementation of Town and region specific tourism opportunities that target the visitation and use of local and regional destinations that generate revenue opportunities; coordinate a variety of special consumer and trade promotions to market and enhance exposure throughout local and statewide programs and marketing efforts.

Plan, develop, manage, direct, oversee and implement the goals, objectives, policies, procedures, and work standards for tourism.

Coordinate and communicate with various committees.

Ability to recruit, and train volunteers.

Develop and implement integrated marketing, advertising, media and public relations strategies and tactics; identify target demographic, monitor competition, and adjust strategy accordingly; coordinate with the Town Public Relations/Marketing Coordinator on brochures and advertising for special events, community center programs, facilities, special interest group activities, and city wide programs and services.

Actively pursue, develop, and coordinate grant writing and administration of state and national tourism funding, sponsorships, and cooperative marketing and research partnerships, specifically intended to create a positive economic impact on local tourism.

Provide fiscal planning and oversight of the tourism budget and resources; participate in the annual budgeting process; prepare and analyze various reports related to the financial system; monitor expenses and donations.

Operate a personal computer, printer, general office equipment, shredder, telephone, fax machine, or other equipment as necessary to complete essential functions, to include the use of word processing, spreadsheet, database, e-mail, Internet, or other computer programs; performs basic maintenance of computer system and general office equipment, such as backing up data or replacing paper, ink, or toner.

Communicate with supervisor, other departments, vendors/service providers, contractors, customers, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Responds to citizen requests and concerns.

Knowledge, Skills and Abilities

Comprehensive knowledge of current principles and practices of tourism and community development and public administration; thorough knowledge of the economics, municipal finance and project management as they apply to municipal development; thorough knowledge of current literature and recent developments in the field of public administration, community development, and tourism; ability to attract tourists and tour groups to the town; ability to communicate ideas clearly and concisely, both orally and in writing; ability to prepare clear and comprehensive administrative and economic reports; ability to establish and maintain effective working relationships with federal, state and local officials, associates and the general public.

Education and Experience

Bachelor's degree with coursework in public administration, business administration, marketing, tourism, communications, or closely related field; supplemented by a minimum of four (4) years' experience in developing and implementing strategic initiatives at least one (1) of which must have been in a public relations capacity; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

Physical Requirements

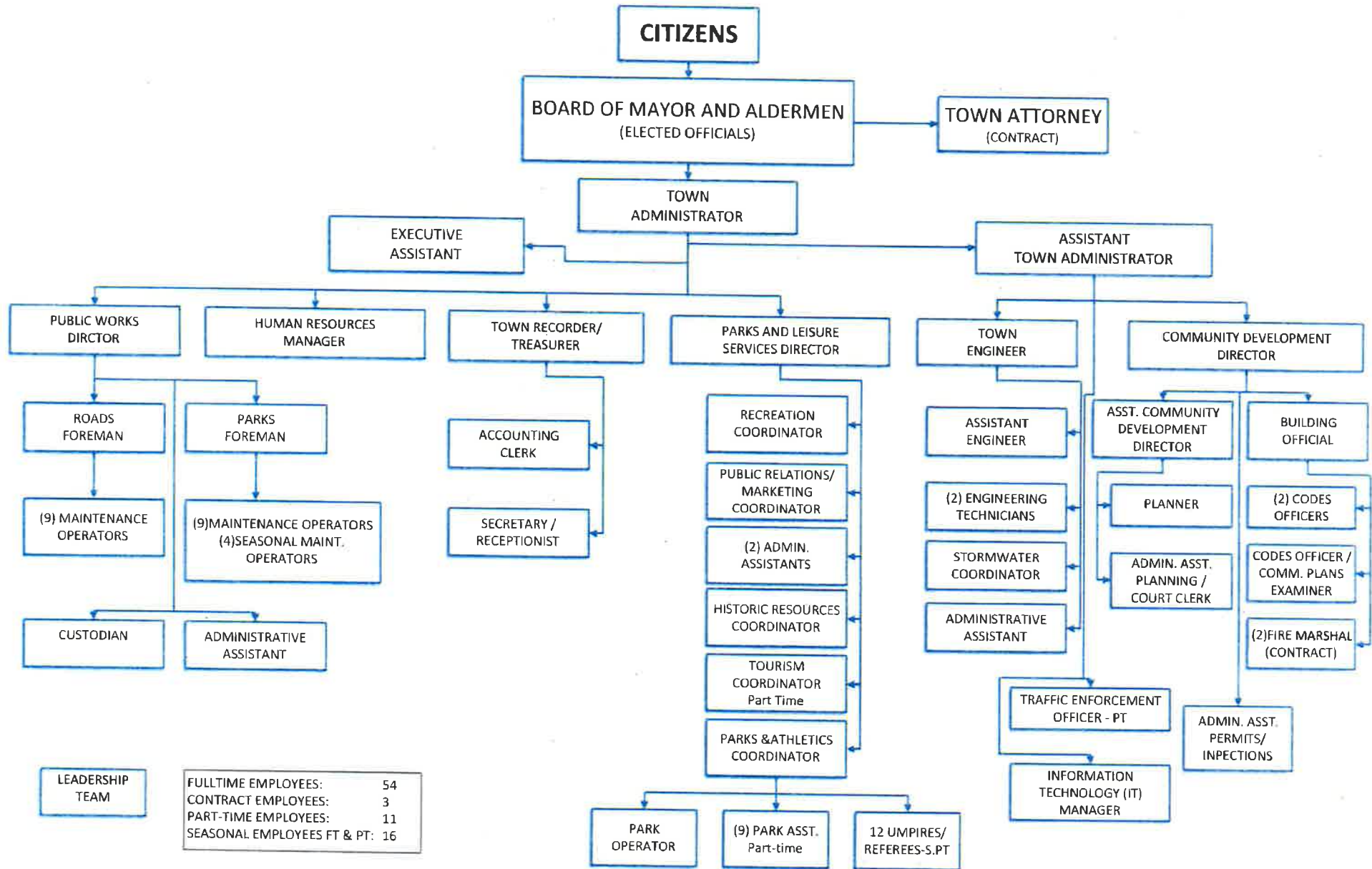
This work requires the occasional exertion of up to 50 pounds of force; work regularly requires speaking or hearing, frequently requires sitting and occasionally requires standing, using hands to finger, handle or feel and reaching with hands and arms; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, using of measuring devices and observing general surroundings and activities work frequently requires exposure to outdoor weather conditions and occasionally requires working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Valid driver's license in the State of Tennessee.

Written 7/13/17

TOWN OF FARRAGUT ORGANIZATIONAL CHART FY 2017-18



*Police provided by Knox County & Fire is provided by a subscription based service from Rural/Metro



Town of Farragut Marketing Plan

		status	champion	team	GotR est*	outside \$	May	June	July	August	September	October	NOTES
PRIORITY A													
	Messaging												
A1	Visitor campaign tagline	complete	Carol	GotR									
A2	Business campaign tagline and positioning	complete	Carol	GotR									
	Content Creation and Production												
A3	New resident transition checklist (content and design)	ongoing	Carol	JS, CR, Wendy	810	0							
A4	New resident guide, downloadable (content and design)	ongoing	Carol	JS, CR, Wendy	1320	0							
A5	SEO research (identify keywords for target audiences in order to maximize organic web search results)		Kevin	KR, IC, CR, Wendy	1200	0							
A6	New resident landing page on Town website (content and graphics; does not include coding)		Carol	JS, CR, Wendy	1320	500							
A7	Visitor landing page on Town website (content and graphics; does not include coding)		Carol	JS, CR, Wendy	1410	500							
A8	Other website recommendations for SEO (content tweaks)		Kevin	KR, IC, CR, Wendy	1110	0							
A9	Video series strategy (strategy and development of 3 scripts)		Kevin	KR, CR, Sue	1800	0							
A10	Video series production (pre-production, shooting with professional crew, editing, graphics) of 3 :30 sec videos; includes variety of original footage, catalogued for future applications.		Kevin	KR, CR, JS, Julia, Wendy	24,000	0							
	Social and Affiliate Sites												
A11	Develop social media content calendar (and boost recs)		Carol	JS, CR, Wendy	1650	0							
A12	Develop follower growth and promotional plan		Iris	CR, IC, Wendy	1020	0							
A13	Develop social media posting schedule		Carol	CR, IC, Wendy	810	0							
A14	Develop social media graphic templates		Carol	CR, IC, Wendy	1320	0							
A15	Develop co-op advertising plan		Iris	CR, IC, KR, Wendy	2820	20,000							
A16	Maximize opportunities on Yelp and Trip Advisor		Kevin	KR, Wendy	750	3000							
A17	Maximize opportunities on TNvacation.com		Kevin	KR, CR, Sue	TBD^	3000							
	Signage												
A18	Research and recommend locations and sign types		Janette	JS, CR, Sue	630	0							
A19	Produce art for signs		Carol	JS, CR, Sue	540	0							
A20	Print and place signs		TOWN	Sue		20,000							

production to include splash pad, parks, Knoxville Open, watersports, school activities, football games, fall color, etc.

have printed and placed before Knoxville Open 8/15



Town of Farragut Marketing Plan

		status	champion	team	GotR est*	outside \$	May	June	July	August	September	October	NOTES
PRIORITY B													
B1	Step-by-step business guide		Kevin	KR, CR, David	1980	0							
B2	New business landing page on Town website		Kevin	KR, CR, David, Wendy	1440	500							
B3	Google AdWords advertising strategy and pilot campaign (e.g. Knc		Kevin	KR, CR, Sue, Wendy	2010	500							
PRIORITY C													
C1	Develop visitor packages (e.g. Buddy Greg, ProVision...)		Kevin	KR, JS, FBA	TBD^	5000							2018
C2	Develop pedestrian walking tour		Julia	JS, Julia, Wendy	TBD^	20,000							2018
C3	Develop New Business Advocate / Liaison Program		Kevin	KR, CR, FBA	TBD^	0							2018
C4	Google Display Network advertising campaign promoting videos		Iris	IC, KR, CR, Sue	TBD^								2018
PRIORITY D													
D1	Develop more mobile-friendly maps for greenways		Iris	IC, CR, Sue	TBD^	5000							2018
D2	Strengthen greenway connectivity signage/printed maps		Janette	JS, KR, CR, Sue	TBD^	5000							2018
				TOTAL:	47940	83000							

* Estimates are for planning purposes only and are not work bids. Billing will be based on actual services rendered and will deduct from remaining project balance from existing contract.

^ Needs further exploration and discussion before estimate can be provided.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 17-16, second reading to amend Ordinance 17-09, FY2018 Budget, General Fund

INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2018 General Fund Budget.

DISCUSSION:

The General Fund will be amended by increasing the appropriated expenditures from \$7,114,579 to \$7,204,579 an increase of \$90,000. The increase to the Human Resources department is due to the cost of the contract for the required ADA Self-Evaluation and Transition Plan. The current budget has \$60,000 for the ADA plan. More information concerning the project is included in agenda item VII.A., Approval of Contract for ADA Self-Evaluation and Transition Plan.

FINANCIAL SECTION:

Account Number: General Fund Budget

FY2018 Budget

\$7,114,579

Requested Amendment

\$90,000

FY2018 Amended Budget

\$7,204,579

Approved By: 

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer, for approval.

PROPOSED MOTION: Motion to approve Ordinance 17-16 on second and final reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

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

ORDINANCE	17-16
PREPARED BY	Myers
1 ST READING	September 28, 2017
2 nd READING	October 26, 2017
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2017-2018 BUDGET, PASSED BY ORDINANCE 17-09**

WHEREAS, the Town of Farragut adopted the fiscal year 2017-18 budget by passage of Ordinance Number 17-09 on June 22, 2017; 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 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 2017-2018 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 17-09 is hereby amended by:

- Increasing the appropriated expenditures in the General Fund Budget by \$90,000. Expenditures for the General Fund will total \$7,204,579.

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

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

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Janet Wedekind, Human Resources Manager/ADA Coordinator

SUBJECT: Approval of ADA Self-Evaluation and Transition Plan services

INTRODUCTION: Title II of the American with Disabilities Act (ADA) requires state and local governments to make their programs, services, and activities accessible to persons with disabilities. To comply with this legislation, the Town must complete a Self-Assessment and Transition Plan.

BACKGROUND: The American with Disabilities Act (ADA) originally passed July 26, 1990 as Public Law 101-336 (42U.S.C Sec.12101 et seq.), and became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. It also established physical access requirements for public facilities (e.g. buildings and sidewalks) to eliminate physical access barriers. Additionally, the Web Content Accessibility Guidelines (WCAG) 2.0 were added to the ADA compliance requirements. The goal of this legislation is to implement accommodations for the hearing and sight impaired.

The Department of Justice (DOJ) has launched an initiative "Project Civic Access", a concentrated effort to determine if Title II entities are following the federal laws concerning the Architectural Barriers Act (ABA – originated 1968); Rehabilitation Act (1973) – Section 504 (49 CFR Part 27); Civil Rights Restoration Act (1987); Americans with Disabilities Act (ADA) (1990); DOJ Implementing Regulations (28 CFR 35). Any agency can be questioned by the Department of Justice at any time.

The TN Department of Transportation (TDOT) and TN Department of Environment Conservation (TDEC) grant applications now include ADA compliance documentation of a Self-Evaluation and a Transition Plan. Failure to comply with the TDOT and TDEC requirements results in withholding of grant money.

DISCUSSION: The Town has historically adopted ordinances and codes in compliance with ADA legislation and followed TDOT requirements in road building. Additionally, when approving developers building plans, the ADA guidelines and best practices were considered. The Town programs and hiring practices have long included accommodations for the disabled. On the other hand, over time, requirements and best practices improved upon the original guidelines. To complete a Self-Evaluation of all Town owned property and infrastructure, Town programs and practices, and to develop a Transition Plan that lists the necessary changes to be compliant with the above federal laws requires detailed knowledge and professional judgement that Town staff does not have. It became clear that a consult must be hired.

An RFQ was published and two firms responded. The Evaluation Committee met and selected Kimley Horn and Associates as the best qualified respondent based on their experience and expertise. TDOT requires the Town to write a letter to the state which details progress made on implementing the ADA requirements by December 1, 2017. The Self Evaluation and Transition Plan completion along with budget estimates for repairs are required by December 2018.

At the September 28, 2017 Board meeting, the Board tabled this issue for four weeks to allow time to respond to questions addressed at the meeting. Staff has met with a concerned citizen on these issues and a Workshop is scheduled to be held on October 27, 2017.

FINANCIAL SECTION:

Account Number: 110-41990-254

Total Budget

\$150,000

Requested Amount

\$148,700

Contracted Amount

\$148,700

Remaining Amount

\$1,300

Approved By: 

RECOMMENDATION BY: Janet Wedekind, Human Resources Manager, to approve Kimley Horn and Associates as the consultant to complete and deliver an ADA Self-Evaluation and a Transition Plan.

PROPOSED MOTION: Approval of the Contract to hire Kimley Horn and Associates as the consultant to complete and deliver an ADA Self-Evaluation and a Transition Plan in the amount of \$148,700.

BOARD ACTION:

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

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

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: ADA Compliance and Implementation Project

Location: As identified in Attachment A

Description of Project: As described 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 set out in Attachment A. 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 as set out in the Request for Qualifications (ADA Compliance Study (Self-Evaluation) Report by November 30, 2017 and completion of the Ada Implementation/Transition Plan by June 30, 2018). 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 sites 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 worker's compensation insurance, 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: _____
Ralph McGill, Mayor

Date: _____

CONTRACTOR:

Kimley-Horn and Associates, Inc.

By: Christopher D. Rhodes

Printed
Name: CHRISTOPHER D. RHODES

Title: SENIOR ASSOCIATE

Date: SEPTEMBER 21, 2017



ATTACHMENT A

September 15, 2017

Janet Curry, Human Resources Manager
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

**RE: Professional Services Agreement ADA
Self-Evaluation and Transition Plan
Farragut, Tennessee**

Dear Ms. Curry:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Farragut, Tennessee, ("the Client" or "the Town") for professional consulting services to develop a Self-Evaluation and ADA Transition Plan for the Town.

PROJECT UNDERSTANDING

The project is to prepare the Americans with Disabilities Act ("ADA") Self-Evaluation and Transition Plan for the Town of Farragut, Tennessee. The project will include a review of Town facilities that may consist of parking lots, parks and associated parking lots, signalized intersections, existing sidewalks and associated curb ramps, as well as programs, procedures, and policies

SCOPE OF SERVICES

Our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Project Coordination and Meeting

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of maintaining project records, budgets, and communications for the duration of the project. The Consultant will prepare a project schedule and update it on a bi-weekly basis as well as monthly progress reports.

Task 1.1 – Kickoff Meeting

One (1) Kimley-Horn staff person will meet with Town staff to introduce the proposed project tasks and schedule. The proposed method for prioritizing barrier removal projects identified during the Self-Evaluation task will be presented. Kimley-Horn will coordinate with Town staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process and facility evaluations.

Task 1.2 – Progress Meetings

Kimley-Horn will facilitate up to six (6) monthly conference calls between the Consultant's Project Manager and the designated Client staff to review the status of tasks and to keep the schedule current. Kimley-Horn will prepare all meeting materials and a summary of discussion items.

Task 1.3 – Public Meetings

Kimley-Horn will facilitate two (2) public meetings for this project. The first meeting will be to present the general project outline and schedule. The second meeting will be to present the draft transition plan.

Task 2 – Self-Evaluation

Task 2.1 – Review Programs, Policies and Procedures

Kimley-Horn will evaluate the current level of program, policy, and procedure accessibility by reviewing information available on the Town's website to evaluate current Town Status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, communication, notifications, public meetings, the use of contracted services, purchasing and maintenance of accessible features.

Task 2.2 – Grievance Policy and Procedure Review

Kimley-Horn will review the Town's Grievance Policy and Procedure for compliance with the ADA.

Task 2.3 – Website Review

Kimley-Horn will perform a cursory review of the Town website for compliance with Section 508 of the Rehabilitation Act of 1973 and Web Content Accessibility Guidelines (WCAG) 2.0. A detailed evaluation of all compliance issues will not be completed.

Task 2.4 – Facilities Review

Kimley-Horn will establish field teams which will conduct evaluations based on forms developed by the Kimley-Horn in consultation with the Town based on the 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). All field data will be compatible with the Town's existing Geographic Information System (GIS).

2.4.1 Facilities Listing

2.3.1.1 Building and Parking Lot – The following building owned or leased by the Town will be included in this project:

Location Name	Property Address
1. Farragut Town Hall	11408 Municipal Center Dr

2.4.1.2 Building Sidewalks – Approximately one-half (1/2) linear mile of building sidewalk will be included in this project. All curb ramps along this sidewalk will be evaluated.

2.4.1.3 Parks and Parking Lots – The following parks will be included in this project:

Location Name	Property Address
1. Anchor Park	11730 Turkey Creek Road
<i>Essex Pavilion (open air)</i>	
<i>Hartford Pavilion (open air)</i>	
<i>Concession & Restroom Building</i>	
<i>Saratoga Pavilion (open air)</i>	
<i>2 Fishing Piers</i>	
2. Founders Park	405 Campbell Station Road
<i>Burnside Pavilion (open air)</i>	
<i>Longstreet Pavilion (open air)</i>	
<i>Restroom Building</i>	
3. Mayor Bob Leonard Park	301 Watt Road
<i>Restroom Building</i>	
<i>Covered Picnic Table</i>	
<i>Restroom & Concession Building</i>	
<i>Wetland Overlook</i>	
4. McFee Park	917 McFee Road
<i>2 Restroom Buildings</i>	
<i>Small Pavilion (open air)</i>	
<i>Splashpad</i>	
<i>Large Pavilion (open air)</i>	

2.4.1.4 Park Sidewalks – Up to one (1) linear mile of park sidewalk will be included in this project. All curb ramps along this sidewalk will be evaluated.

2.4.1.5 Paved Greenways – Up to nineteen (19) linear miles of paved greenways will be included in this project.

2.4.1.6 Park Pedestrian Bridges – Up to seven (7) pedestrian bridges within parks and greenways will be evaluated.

2.4.1.7 Signalized Intersections – Up to twenty-seven (27) signalized intersections will be included in this project. The Consultant estimates this task will include the evaluation of up to 116 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

2.4.1.8 Sidewalks – Up to six and one-half (6 ½) linear miles of arterial sidewalk will be included in this project. The limits of sidewalk in this scope are:

- Parkside Drive from N Campbell Station Road east to City limits
- Campbell Station Road from just south of Interstate 40 ramps to Concord Road

All unsignalized intersections (up to 270), driveways, and curb ramps (up to 810 curb ramps) along this sidewalk will be evaluated. Evaluation of additional curb ramps will be considered Additional Services.

2.4.1.9 Kimley-Horn will create a separate report for each facility type. Each facility report will identify compliance status of each facility with regards to both federal and state standards and include the following:

- Listing of facilities that are not in compliance with current ADA requirements.
- Recommended actions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by Kimley-Horn and Town staff.
- "Cost report" that assigns conceptual budget estimates to each recommended action.
- Photolog summary for each facility. Sidewalk photos will be provided in GIS only.
- Catalog of building, park, signalized intersection, sidewalk, and curb ramp data compatible with the Town's existing GIS databases (including mapping of the various facility types).

Task 3 – Transition Plan Development

Task 3.1 – Develop the Evaluation Process

Kimley-Horn will assist the Town in developing a process and format to evaluate the accessibility improvements identified in Task 2, utilizing prioritization and evaluation criteria. Existing evaluation methodology will be analyzed and recommendations made for necessary improvements.

Task 3.2 – Prioritization Criteria

Kimley-Horn will recommend prioritization criteria for creating an implementation schedule for accessibility improvements.

Task 3.3 – Prioritize Improvements

Kimley-Horn will prioritize the accessibility improvements by facility type and severity, providing cost estimates for the recommended modifications.

Task 3.4 – Evaluate Exemptions

Kimley-Horn will evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.

Task 3.5 – Budget

Kimley-Horn will define ongoing budget needed for ADA modifications. Potential funding sources will be researched and recommended to most effectively achieve compliance.

Task 3.6 – Draft Self-Evaluation and Transition Plan

Based on the Self-Evaluation and facility compliance assessment, Kimley-Horn will prepare a draft Self-Evaluation and Transition Plan for the Town. The plan will include:

- An executive summary which will describe the project purpose, process, and most significant findings;
- A review of findings and recommendations for all items in Task 2; and
- A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

Task 3.7 – Final Self-Evaluation and Transition Plan

Following review by the Town and relevant community review of the Draft Plan, Kimley-Horn will incorporate comments and prepare the Final Plan for presentation.

Project Deliverables

Kimley-Horn will deliver the following materials to the Town:

- One (1) electronic copy in Word and two (2) paper copies of the Draft ADA Self-Evaluation and Transition Plan. Appendices will be provided in electronic PDF format.
- One (1) electronic copy in Word and PDF formats and two (2) paper copies of the Final ADA Transition Plan. Appendices will be provided in electronic PDF format.
- Field work in GIS format, compatible with the Town's GIS system.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Town requests, will be considered Additional Services and will be performed at our then current hourly rates set forth on Attachment B. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings not listed above
- Additional facility evaluations not listed above
- Others as requested by the Town

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's representatives. The Client shall provide all information requested by Kimley-Horn during the project, if available.

SCHEDULE

Kimley-Horn will provide its services as set out in the Request for Qualifications.

[Remainder of this page intentionally left blank]

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 3 for the total lump sum fee below. Individual task amounts are informational only.

Task 1 – Project Coordination and Meetings	\$ 3,900
Task 2 – Self-Evaluation	\$ 126,500
Task 3 – Transition Plan Development	\$ 18,300
<u>Project Total (Tasks 1-3, Total Lump Sum):</u>	<u>\$ 148,700</u>

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to jcurry@townoffarragut.org

____ Please copy phall@townoffarragut.org

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.



Ms. Janet Currey, September 13, 2017, Page 7

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Alisha Eley, PLA
Project Manager

Christopher D. Rhodes, P.E.
Vice President

Agreed to this _____ day of _____, 2017.

TOWN OF FARRAGUT, TENNESSEE
A Municipal Government

By: _____

(Date)

(Print or Type Name)

Title: _____

(Member or Manager, as authorized)

(Email Address)

_____, Witness (Print
or Type Name)

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.

AGENDA NUMBER VII. B. MEETING DATE October 26, 2017

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Urban Engineering, Inc. for Engineering Services for Smith Road Pedestrian Connection

INTRODUCTION: The purpose of this item is the approval of a proposal for preliminary design of two alternatives for pedestrian connections along Smith Road, from Everett Road to Andover Boulevard. Once complete, the two alternatives will be evaluated to determine the better route, and design will be completed under separate contract.

BACKGROUND: The Board has identified the need for pedestrian connectivity as a major priority for the Town. Indeed, this connectivity is routinely identified by planners, realtors and marketing groups as a major amenity to any community. With this in mind, the Board approved funding in June within the CIP for engineering of this project.

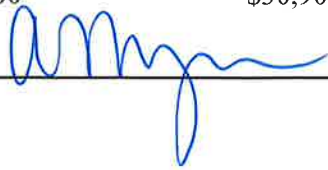
With completion of the Everett Road project (and its adjacent greenways) last year, pedestrian facilities have been extended from Kingston Pike northward to Split Rail Farm Subdivision. A connection from these greenways along Smith Road to the existing sidewalk east of Andover will connect pedestrian facilities in the western portion of Town to Grigsby Chapel and the Grigsby Chapel and Parkside greenways (see map).

In recent years, staff has identified Andover Subdivision's Open Space (a 100' wide band of open space adjacent to Smith Road) as a good location for this greenway connection. However, in a recent meeting with Andover homeowners, several homeowners whose property abuts this open space voiced concerns, and recommended the Town consider sidewalk (with curb and gutter) adjacent to Smith Road. In order to properly evaluate the impact of the two alternatives, staff has asked Urban Engineering, Inc. to prepare preliminary plans for the two routes. The attached proposal from Urban Engineering outlines the scope of services for preparation of the two alternatives, and includes a fee of \$30,900.

FINANCIAL SECTION:

Project: Smith Road Greenway/Sidewalk

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$150,000	\$30,900	\$0	\$119,100

Approved By: 

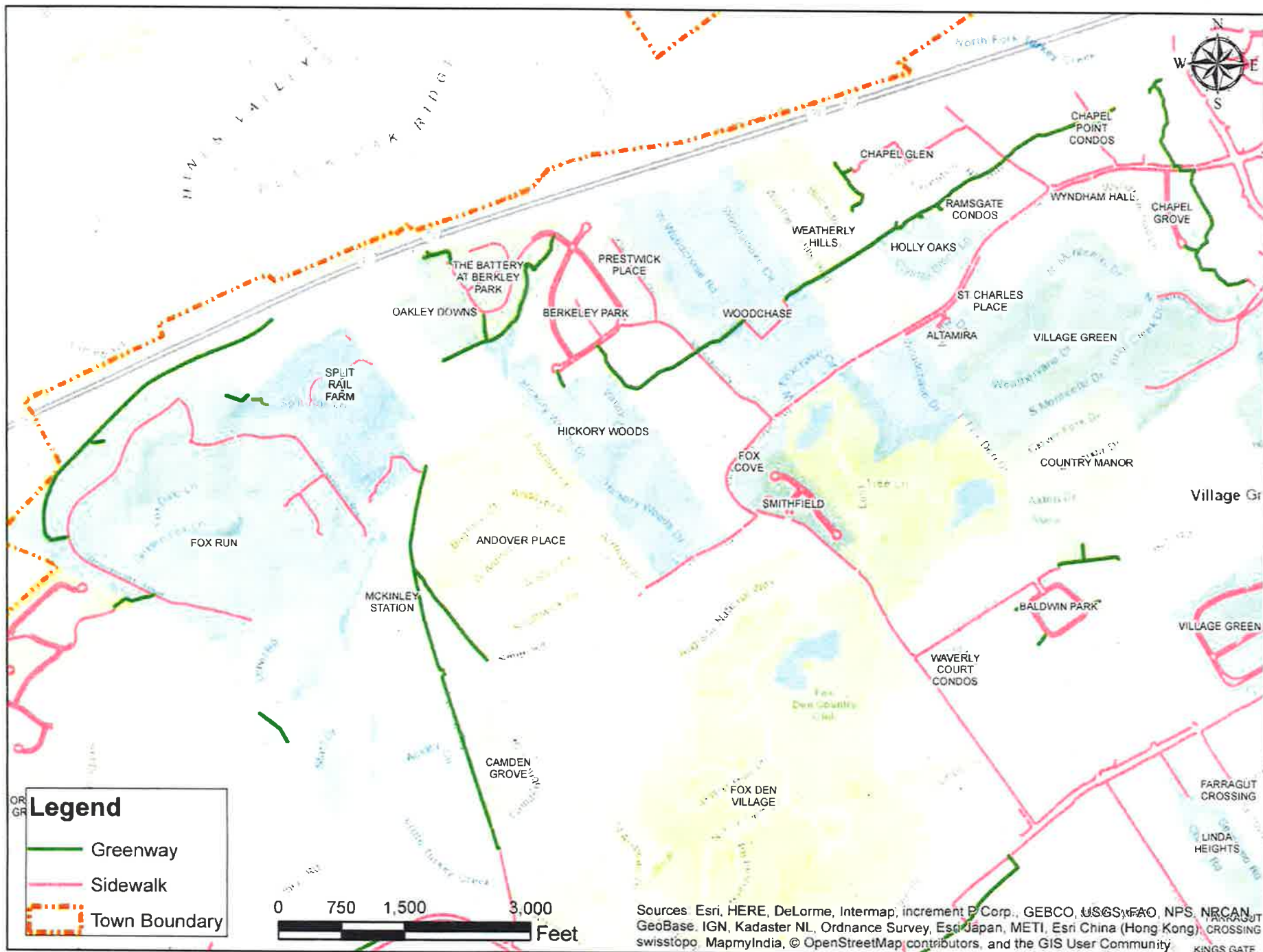
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal from Urban Engineering, Inc., for preliminary design of pedestrian facilities at Smith Road.

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	_____	_____	_____	_____	_____

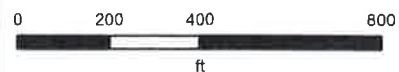




Smith Road at Andover

Printed: 10/17/2017 at 4:01:32 PM

Knoxville - Knox County - KUB Geographic Information System



KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

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

Project: **Smith Road Pedestrian Connection**

Location: Smith Road, from Everett Road to Andover Boulevard (north side)

Description of Project: Preliminary design of two possible pedestrian connections on Smith Road, from Everett Road to Andover Boulevard. This includes one preliminary plan for a greenway parallel to Smith Road (through Andover Subdivision Open Space), and one preliminary plan for sidewalk (with curb & gutter) adjacent to Smith Road.

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 \$30,900.00, 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 January 15, 2018. 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

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:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By:  _____

Printed
Name: Christopher A. Sharp

Title: P.E., President

Date: October 12, 2017



URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS • LAND SURVEYORS

ATTACHMENT 'A': Description of Services

Service 1: Wetland Delineation

- 1) Contract to have the wetland within the Andover Place common area property outlined.

Service 2: Design Surveying:

- 1) Perform property / right of way research along the project corridor.
- 2) Collect and process field data, including limits of wetland.
- 3) Produce a base map that shows existing property lines / rights of way, mapping and topographic features.

Service 3: Preliminary Engineering Services:

- 1) Prepare preliminary plans for both a detached greenway (10') and a section that incorporates new curb and gutter along Smith Road and sidewalk between Andover Boulevard and Everett Road.
- 2) Identify locations (both alternatives) where easements will be required for construction.
- 3) Attend meetings with the Town of Farragut and/or residents of Andover Place to review the drawings and attempt to address questions or concerns that relate to the preliminary layouts.

ATTACHMENT 'B'

**Urban Engineering
Hourly Rates
Effective January 1, 2017**

* Registered Engineer	\$115.00
* Registered Land Surveyor	\$115.00
* Registered Land Surveyor (GPS)***	\$125.00
* Registered Landscape Architect	\$75.00
* Project Designer	\$75.00
* Survey Crew	\$100.00
* Technician	\$35.00
* Cad Operator	\$55.00
* Secretary	\$35.00

* Includes surveying equipment, transportation, computer, word processor, and other miscellaneous overhead; reproduction costs of completed plans and specifications provided at cost.

** Rates reviewed and adjusted annually on January 1.

*** GPS rate for field data collection (field work) and time for processing and publishing GPS data.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal for Appraisal and Acquisition Services for the Watt Road/Kingston Pike Intersection Improvements Project.

INTRODUCTION: The purpose of this item is the approval of three separate proposals for appraisal and acquisition services for the Watt Road/Kingston Pike Intersection Improvements Project.

BACKGROUND: Right of Way plans have been finalized for this project, and the Town has been given notice by TDOT to proceed with acquisition of Right of Way. The project includes lane reassignment at the intersection of Watt Road at Kingston Pike, as well as a southbound right turn lane and sidewalk connections on the west side of Watt Road. We anticipate the need to acquire ROW and/or easements from five separate tracts.

Federal and state regulations for acquisition require that the Town contract with three separate firms for the three main activities involved in ROW acquisition: appraisals, appraisal review and acquisition (negotiating price). We published an RFQ in September, requesting response from parties interested in providing proposals for these three activities. Staff's recommendations are as follows:

Appraisals: Butler Appraisal Group, LLC (fee of \$10,600)

Appraisal Review: Dunn & Metz Appraisal Group (fee of \$5,800)

Acquisition: Crook & Company (fee of \$22,500)

All three of these firms have provided excellent service to the Town for many years, on almost all of our roadway and sidewalk projects.

FINANCIAL SECTION:

Project: 310-43961-900 (Watt Road/Kingston Pike Intersection Improvements)			
<u>Project Budget</u> <u>(PE and ROW)</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$165,000	\$38,900	\$0	\$126,100
Approved By: 			

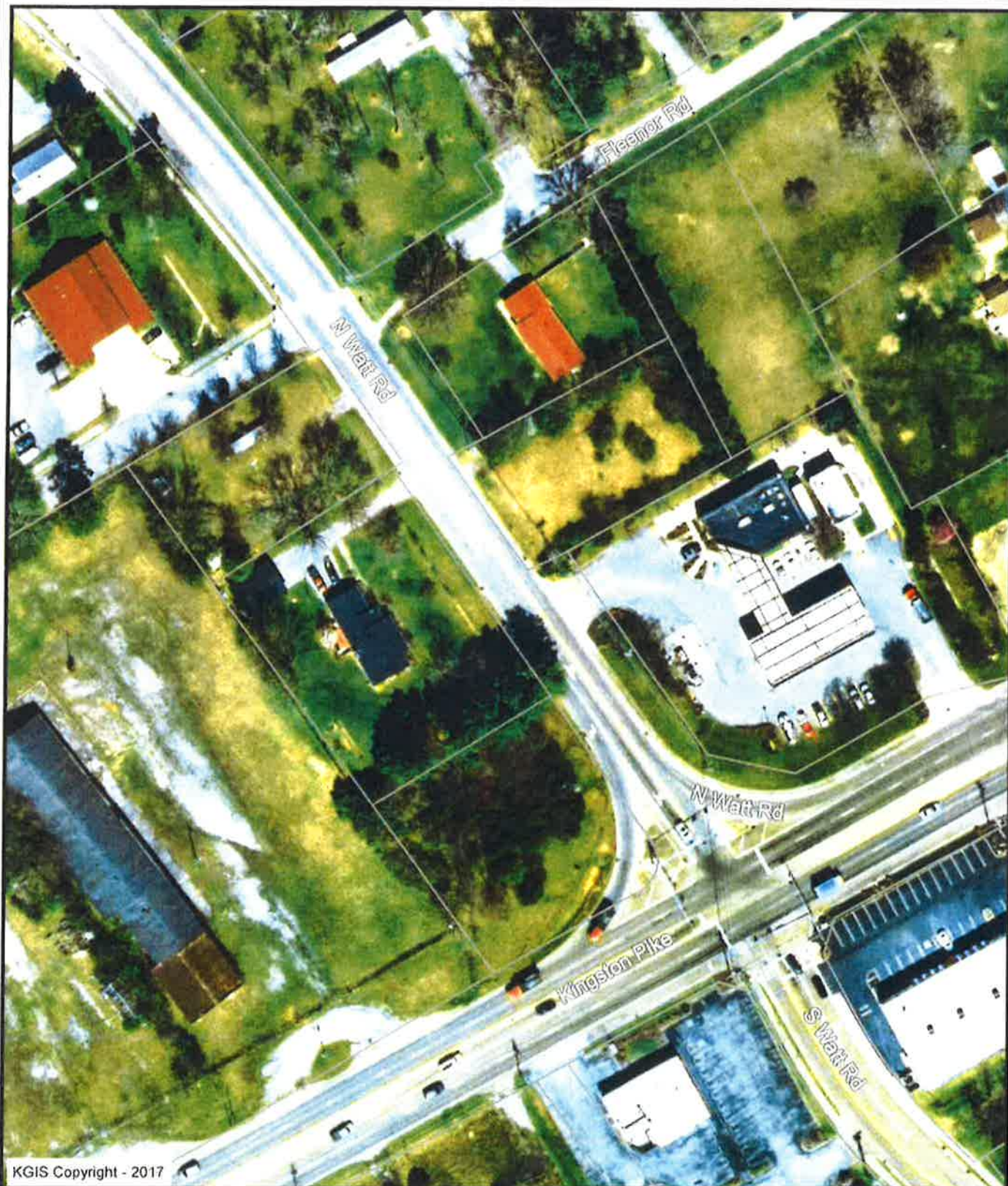
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of proposal from Butler Appraisal Group, LLC for \$10,600, proposal from Dunn & Metz Appraisal Group for \$5,800 and proposal from Crook & Company for \$22,500.

BOARD ACTION:

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

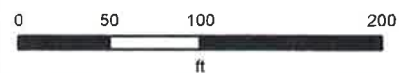
<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Watt Road at Kingston Pike

Printed: 10/17/2017 at 3:51:41 PM

Knoxville - Knox County - KUB Geographic Information System



KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.



BUTLER APPRAISAL GROUP, LLC

October 6, 2017

Town of Farragut
Attn: Darryl Smith
Town Engineer
11408 Municipal Center Drive
Farragut, TN 37394

Mr. Smith:

This letter is in response to the Town of Farragut's request for a proposal regarding real property appraisal services for the proposed Kingston Pike at Watt Road intersection project identified as local PIN 122323.00.

Included in this letter is Farragut's Professional Services Agreement, my proposed scope of work, estimated time of completion for providing the real property appraisal services, proposed fee schedule and information on additional fees, assignment changes and billing. This information is included on the following pages.

Should you have any further questions or need any additional information, please contact me at one of the numbers listed below. I am looking forward to working with you on this project.

Sincerely,

J. Lee Butler
TN Certified General Appraiser #1900

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **J. Lee Butler / Butler Appraisal Group, LLC** ("Contractor") for professional services for the assignment described as follows:

Project: Watt Road/Kingston Pike Intersection Improvements

Location: Watt Road at Kingston Pike

Description of Project: Acquisition Services for ROW

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 **\$10,600**, 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 sixty (60) days after being given the notice to proceed. 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.

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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.

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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:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:



By: _____

Printed
Name: J. Lee Butler

Title: Chief Member

Date: October 6, 2017

Scope of Work

My proposed scope of work to be provided is detailed as follows:

- Provide a simple Market Data Brochure to include pertinent information about the project area and current market conditions. The Brochure will also include comparable sales and listings located in the subject market.
- All comparable sales included in the Brochure will be researched through the Knox County Register of Deeds Office.
- Every sale will be visually inspected from the exterior with a photo provided in the Brochure.
- I will attempt to verify each sale with one of the parties involved in the sales transaction.
- For each tract, I will provide either a formal or FPA appraisal as outlined on the following page.
- I will contact the owner of each tract to schedule a meeting and to inspect the tract.
- During the meeting I will provide the owner with a copy of the ROW plan and do my best to explain the proposed project and proposed easement acquisitions.
- At the time of this meeting, I will inspect the tract for the appraisal.
- For formal appraisals all improvements will be inspected and included in the appraisal. For FPA appraisals only the affected improvements will be inspected and included.
- After inspecting the project tracts, I will write up individual appraisal reports for each tract using market information found in the Brochure and other market information as needed.
- The three customary approaches to value will be considered for each property appraisal and each approach will be processed into an indication of value unless otherwise indicated. If an approach is not used, an explanation will be given for its absence.
- The completed Market Data Brochure and the appraisal report for each tract will be provided to the Town of Farragut. PDF and/or hard copy versions of the appraisal reports and brochure will be available.
- Arrangements can be made to send the appraisal report to the reviewer directly if desired.
- The appraisal reports will be prepared using TDOT's Local Government Guidelines as well as the Uniform Standards of Professional Appraisal Practice.

Proposed Appraisal Schedule

All tracts and the Market Data Brochure will be completed within sixty (60) days from the date I am given the notice to proceed by the Town of Farragut.

Unfortunately, since I do not know the specific date for which I will be the notice to proceed, I cannot provide specific dates on when I will turn in the Brochure and appraisal reports.

There no foreseeable delays in this proposed schedule but depending on when the notice to proceed is received delays are possible. The end of year holidays are possibly included in the sixty day time period and sometimes the holidays make property owner availability an issue. Possible delays are due to property owner scheduling conflicts, inclement weather, sickness, etc. These potential delays are unforeseeable at the present time.

Proposed Fee Schedule

My proposed total fee for the Market Data Brochure and five appraisal reports is \$10,600 with a per tract fee schedule included below. The appraisal type indicated below is based on discussions with the reviewer and acquisition agent for the project.

5 Properties

- Tract 1 - FPA Appraisal - \$1,800
- Tract 2 - FPA Appraisal - \$1,500
- Tract 3 - FPA Appraisal - \$1,800
- Tract 4 - FPA Appraisal - \$1,500
- Tract 5 - Formal Appraisal - \$4,000

Additional Fees, Changes in the Assignment and Billing

Additional Fees

The fees proposed on the previous page are for the Market Data Brochure and initial appraisal for each tract. These fees also include any revisions required to the Brochure and appraisal reports resulting from the review provided by the review appraiser.

Changes made to the right-of-way plans requiring alterations to the appraisal reports before the appraisals have been completed is work included in the before mentioned fee schedule.

Changes made to the right-of-way plans requiring alterations to the appraisal reports after the reports have been completed will require an additional fee. Work completed on revised appraisal reports will be billed at a rate of \$100/hour.

Assignment Changes

If the Town of Farragut changes the assignment structure after my work has started, I reserve the right to bill the Town of Farragut for any work completed on each tract prior to the date of notification from the Town of Farragut.

Billing

I plan on billing the Town of Farragut 30% of the total combined fee for all five tracts when the Market Data Brochure is completed and turned in with the remaining 70% fee for each tract billed when the appraisal report for each tract is completed and turned in.

DUNN & METZ APPRAISAL GROUP
Real Estate Appraisers & Consultants

Roger S. Dunn

Fred II. Metz, SRA

October 5, 2017

Mr. Darryl Smith, P.E.
Town of Farragut
11408 Municipal Center Drive
Knoxville, TN 37934

RE: Proposal for Review Appraisals
ROW Support and Property Acquisition Services
PIN 122323.00, Watt Road Improvements at SR-1 (Kingston Pike)
Farragut, Knox County
Locally Managed Project

Dear Mr. Smith:

In reference to our recent conversation regarding a proposal to perform review appraisals for right-of-way purposes in relation to the above referenced project, please find the attached proposal. It is my understanding that five (5) tracts are involved in the subject project. The cost of the appraisal review assignments along with a timeframe for delivery of the review appraisals is submitted with this proposal.

If you have any questions or if additional information is desired, please contact me at roger@dunnandmetz.com or at 865-544-7600. Your consideration is appreciated.

Respectfully submitted,



Roger S. Dunn, CG-336
Dunn & Metz Appraisal Group
219 W. Young High Pike
Knoxville, TN 37920
865-544-7600
865-577-8209 (Fax)
1-800-753-6687
www.dunnandmetz.com
roger@dunnandmetz.com

219 W. Young High Pike Knoxville, Tennessee 37920
(865) 544-7600 1-800-753-6687 fax (865) 577-8209
email: appraisals@dunnandmetz.com
www.dunnandmetz.com

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Dunn & Metz Appraisal Group** ("Contractor") for professional services for the assignment described as follows:

Project: Watt Road/Kingston Pike Intersection Improvements

Location: Watt Road at Kingston Pike

Description of Project: Acquisition Services for ROW (Review Appraisals)

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 \$ 5,800.00, 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 fifteen (15) days of the Contractor receiving the respective appraisal report/data to be reviewed. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

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

16. **Miscellaneous.**

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

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

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

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

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

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By:  _____

Printed
Name: Roger S. Dunn, CG-336

Title: Partner

Date: 10/5/2017

Dunn & Metz Appraisal Group

Proposal to Provide Review Appraisal Services, Dated 10/5/17

PIN 122323.00, Watt Road Improvements at SR-1 (Kingston Pike)
Farragut, Knox County
Locally Managed Project

Fees for Review Appraisal Services

<u>Tract No.</u>	<u>Fee</u>
1	\$1,000
2	\$1,000
3	\$1,000
4	\$1,000
5	\$1,800
TOTAL	\$5,800

The appraisal reviews will be completed and delivered to the Town of Farragut within fifteen (15) days of the appraiser receiving the respective appraisal report and market data to be reviewed. Each appraisal review will be delivered and invoiced individually.

Considering that time is of the essence this proposal is contingent on Dunn & Metz Appraisal Group receiving a "Written Notice of Award" and a "Notice to Proceed" within sixty (60) days of the date of this proposal listed herein. Otherwise, Dunn & Metz Appraisal Group reserves the right to revise this proposal.

Attachment "B"

Dunn & Metz Appraisal Group

Proposal to Provide Review Appraisal Services, Dated 10/5/17

PIN 122323.00, Watt Road Improvements at SR-1 (Kingston Pike)
Farragut, Knox County
Locally Managed Project

The Client, **Town of Farragut**, shall pay the Contractor, **Dunn & Metz Appraisal Group** for additional services that may be requested by the Client beyond the **Basic Services as referenced in Attachment "A"** of this agreement charged at \$300 per hour, maximum \$2,400 per day.

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between Town of Farragut ("Client") and Crook & Company ("Contractor") for professional services for the assignment described as follows:

Project: Watt Road/Kingston Pike Intersection Improvements

Location: Watt Road at Kingston Pike

Description of Project: Acquisition Services for ROW

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 **\$22,500**, 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 (Letter to Darryl Smith from Crook & Co. – Fee proposal on a Per Tract Average Basis)** 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 **6 months after approved appraisal offer**. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

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

16. **Miscellaneous.**

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

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

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

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

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

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Crook & Company



By: _____

Printed
Name: Eddie D. Crook

Title: Managing Partner

Date: 10-9-17

October 9, 2016

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Re: Proposal for ROW Acquisition & Consulting Services
Watt Road @ Kingston Pike Intersection Improvements - Town of Farragut
Farragut, Knox County, Tennessee

Dear Mr. Smith:

Based on a review of the preliminary plans prepared by Qk4, design engineers, we provide estimates for **acquisition and legal services** to purchase right of way and easements on the above referenced project.

Our proposal includes (1) procurement of title reports, (2) preparation of offer to the owners based on an appraisal and appraisal review by independent contractors (3) negotiations with owners or representatives, (4) coordination with and recommendations of settlement or condemnation to the Town of Farragut, (5) closing services including deed preparation and recording. **(Costs related to unknown and unpredictable release charges, recording fees and extraordinary document preparation incurred by East Tennessee Title, the closing agent will be invoiced, at cost, to the Town for any additional cost and are not included in the scope of our proposal.)**

In the event the negotiations do not result in a settlement and condemnation is necessary, the appraisal may have to be revised to include the value of the entire parcel to consider before and after values as dictated by the court system. Fees for updates and revisions will be negotiated with appraisers and review appraisers, at that time, and are not included in the scope of our proposal.

The Town of Farragut will provide any necessary property management services for acquired right of way and be responsible for clearing the right of way for construction after possession by deed or condemnation. It is further assumed that condemnation proceedings will be filed by the Town of Farragut attorney and Crook & Company will not be responsible for condemnation proceedings.

The project is anticipated to require appraisals on 5 partial acquisitions. Tr. Nos. 1, 2, 3, and 4 will require FPA type appraisals of formal part affected with Tr. 4 having part of the parking disturbed during construction. Tr. 5 will require a Formal appraisal of the entire property (land & improvements) due to the proposed loss of a driveway entrance, as well as parking affected during construction.

Crook & Company *Real Estate Consultants-Right of Way Management*

Mr. Darryl Smith, P.E.
City Engineer - Town of Farragut
Page 2

Our average fee per tract for acquisition services on the 5 parcels will be **\$4,500** or **\$22,500**. If the Town of Farragut agrees with our proposal, please signify by an authorized signature below and we will proceed as soon as appraisals and reviews are complete. We will follow TDOT procedures and coordinate our efforts with the Town of Farragut and the Region I offices in Knoxville as necessary.

If you have any questions or require additional information regarding this proposal, please do not hesitate to contact me. Thanks for the opportunity to provide our services.

Sincerely Yours,



Eddie D. Crook, MAI/SRA/AI-GRS
Managing Partner

Authorized by Town of Farragut

Date

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Proposal from Cannon & Cannon, Inc. for Engineering Services for Advanced Traffic Management System (ATMS) Project.

INTRODUCTION: The purpose of this item is to consider approval of a proposal from Cannon & Cannon, Inc. for engineering services to design an updated traffic control system for improvement of traffic flow in Farragut.

BACKGROUND: Early last year, the Town applied for Congestion Mitigation Air Quality (CMAQ) funding to upgrade our existing closed loop signal system to a centrally controlled signal system that will assist the Town in managing our traffic signal network. The project also includes hardware upgrades at each of our 26 signalized intersections, including central traffic signal control software, controller replacement, signal system communication, handicap ramps, pedestrian signals (as needed), intersection detection devices (radar), updated left-turn signal heads (flashing yellow arrows), mast arms and poles. Total cost of the project is \$2,925,000, including Engineering and Construction. Please note that this cost is 100% reimbursable, with no local match.

We have attached a proposal from Cannon & Cannon, Inc. for all engineering services (NEPA, Design and Implementation), with a total fee of \$417,480.

FINANCIAL SECTION: Currently, there is \$165,000 budgeted for the engineering services. This contract will span two fiscal years therefore the remaining contract amount will be budgeted in the FY2019 budget.

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

PROPOSED MOTION: Approval of Proposal from Cannon & Cannon, Inc., with total fee of \$417,480.

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	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: Farragut Advanced Traffic Management System Phase I Project

Location: Townwide

Description of Project: The design of an advanced traffic management system, including a traffic operations center, signal system communication, and intersection upgrades

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 \$417,480, 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 February 28, 2021. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification.**

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

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

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

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

16. **Miscellaneous.**

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

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

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

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

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

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: Paul Thomas Beebe

Printed
Name: PAUL THOMAS BEEBE

Title: DIRECTOR

Date: 10/4/17



October 2, 2017

Mr. Darryl W. Smith, P.E.
Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

**RE: Scope of Services and Fee Proposal
 Farragut Advanced Traffic Management System Phase 1 Project**

Dear Mr. Smith

Cannon & Cannon, Inc. (CCI) is pleased to submit this Scope of Services and Fee Proposal for professional engineering services associated with the Farragut Advanced Traffic Management System (ATMS) Phase 1 Project. CCI responded to a Request for Qualifications from the Town of Farragut in September 2017 seeking qualified firms to perform engineering services for Phase 1 of the ATMS project. The Town of Farragut subsequently chose CCI, along with CCI's teaming partner, Kimley-Horn (KHA), to perform engineering services for this project. This effort will include environmental documentation, systems engineering analysis documentation, design engineering, pre-bid phase services, bid phase services, construction phase support, traffic signal timing, and coordination with the Tennessee Department of Transportation (TDOF) Local Programs Development Office.

PROJECT OVERVIEW

The engineering services for this ATMS project will generally include the design and retiming of up to 26 traffic signals in the Town of Farragut, which includes all signals maintained by the Town. These traffic signals may include the following:

1. Kingston Pike at Watt Road
2. Kingston Pike at Everett Road
3. Kingston Pike at Old Stage Road
4. Kingston Pike at Virtue Road
5. Kingston Pike at Smith Road
6. Kingston Pike at Peterson Road
7. Kingston Pike at Federal Boulevard
8. Kingston Pike at Campbell Station Road
9. Kingston Pike at Brooklawn Street
10. Kingston Pike at Lendon Welch Way
11. Kingston Pike at Concord Road / West End Avenue

TEL **865.670.8555**
CANNON-CANNON.COM

KNOXVILLE 8550 Kingston Pike
Knoxville, TN 37919
FAX 865.670.8800

12. Concord Road at Turkey Creek Road
13. Campbell Station Road at Concord Road
14. Concord Road at Old Kroger Shopping Center
15. Campbell Station Road at Brooklawn Street
16. Campbell Station Road at Municipal Center Drive
17. Campbell Station Road at Herron Road
18. Campbell Station Road at Old Colony Parkway
19. Campbell Station Road at Parkside Drive / Grigsby Chapel Road
20. Campbell Station Road at I-40/75 Lastbound Ramps
21. Campbell Station Road at I-40/75 Westbound Ramps
22. Campbell Station Road at Snyder Road
23. Parkside Drive at Publix Shopping Center
24. Parkside Drive at Lakes Edge Drive
25. Parkside Drive at Gander Mountain Shopping Center
26. Parkside Drive at Red Robin

A detailed description of the Scope of Services, Fee, and Schedule are as follows:

TASK 1 - PROJECT MANAGEMENT

This will be an ongoing task through the duration of the project, which will include TDOT Local Programs coordination, status meeting coordination and preparation of meeting minutes, general project management, and accounting activities. The meetings will include a Project Kickoff Meeting as well as status update meetings at various milestone points throughout the project.

TASK 2 - ENVIRONMENTAL DOCUMENTATION

CCI will prepare a Purpose and Need Statement, a project description, and project maps to submit to the TDOT Environmental Division for review. It is anticipated that based on this review, the project will fall under the Categorical Exclusion level of environmental documentation. Once the determination has been made by TDOT, CCI will develop environmental coordination letters to submit to the TDOT Environmental Division, who will then forward the letters to various state and federal agencies for review. After responses from these agencies have been received, CCI will compile and summarize the responses into the NEPA document. The document will be submitted to the TDOT Environmental Division for review and approval.

TASK 3 - SYSTEMS ENGINEERING ANALYSIS DOCUMENTATION

CCI will prepare a Systems Engineering Analysis (SEA) document in order to fulfill the requirements of 23 CFR 940.11 for ITS projects. This document will be submitted to the TDOT Traffic Operations Division for review and approval.

TASK 4 - COMMUNICATION ASSESSMENT

CCI staff will coordinate with the Town and perform a field inventory in order to gain an understanding of existing communication infrastructure and existing / future bandwidth needs. CCI will provide a brief summary memorandum of the communications assessment along with a recommendation for future communications upgrades. This assessment will serve as the basis for the communication upgrade plans developed as part of this project.

TASK 5 - DATA COLLECTION

Task 5.1 - Assemble Existing Data from City

CCI will utilize data collected from a previous CMAQ project where applicable. Where needed, CCI will assemble additional data from the Town of Farragut, which may include but is not limited to the following:

- Historical turning movement count (TMC) data
- Historical average daily traffic (ADT) data
- Current signal timings and operational settings (will use CCI files from previous project)
- Current signal controller model and communication infrastructure
- GIS mapping of project area (will use files from previous project)

Task 5.2 - Assemble Base Mapping

CCI will utilize the GIS data and base mapping from the previous project as a starting point to develop base mapping for communications and signal upgrade plans. Additional data will be filled in and manipulated as needed based on the design plan limits for this project.

Task 5.3 - Communications Routing

CCI will perform a field inventory to identify a preliminary routing plan for proposed aerial and underground communication infrastructure. Where aerial infrastructure is proposed, CCI will perform a utility pole inventory to capture the location of the pole using a GPS survey, pole owner, identification number, and pole type.

Task 5.4 - Intersection Inventory

CCI will utilize previously prepared field inventory sheets for this subtask. These sheets will be taken out in the field to each intersection to confirm that the geometrics, signal phasing, signal head displays, signing, pavement marking, and other physical features pertinent to the project are still current. A cabinet inventory will be performed in order to document cabinet type and contents, such as controller model, communication type, detection, number of load switches, existing conduit and pull boxes, etc.

TASK 6 - CENTRAL SOFTWARE REQUIREMENTS AND PROCUREMENT DOCUMENTS

CCI will identify the functional requirements of the local controller and central system software packages for the proposed system based on the high level user needs and operational requirements from the Town.

CCI will prepare a System Software Procurement and Functional Requirements section of the RFP consisting of timing strategies, monitoring capabilities, and other user services that the proposed system will need to meet for the users' needs and operational requirements. CCI will conduct conversations with Town purchasing agents and appropriate IDOT staff to identify the appropriate RFP / procurement template in which to incorporate the technical requirements and submittal requirements for vendors' responses. It is understood that the Town currently desires to use a qualifications-based selection with negotiated pricing for the award process for the central software vendor / integrator. CCI will prepare a set of evaluation instruments for the Town's consideration in the final RFP. These instruments may consist of vendor demonstration interviews, vendor technical proposal requirements, vendor pricing, and client references.

CCI will support the Town during the RFP evaluation / selection process by participating in vendor interviews as an advisory role on the selection panel. CCI will review vendor proposals and provide written

observations and recommendations to the selection committee for use in short-listing the proposed vendors. It is also anticipated that up to four vendors may be short-listed for interview and subsequent consideration for the remainder of the evaluation / selection process.

A mixture of teleconference and face-to-face follow-up meetings with Town staff will be conducted to further discuss outcomes of the selection process during this expected RFP support period. CCI will assist with compiling selection panelist evaluations, and summarizing the responses for discussion with the selection committee members.

CCI will assist with a Best and Final Offer (BAFO) matrix development, if applicable, for the Town's final candidate(s). CCI will provide review comments of BAFO submissions from central software supplier(s). CCI will assist the Town in reviewing final contract document submittals from the central software supplier.

TASK 7 - DESIGN PLAN PACKAGE

Task 7.1 - Preliminary Plans

CCI will develop a preliminary plans package of the signal system upgrades to be included in the construction bid package. The scope of the design will be based on the items detailed in the project's CMAQ application as well as on the results of an operational analysis performed for a previous CMAQ project. The design plans package may include the following items:

- Traffic Operations Center (TOC) details
- Signal system communication
- Traffic signal controller replacement
- ADA-compliant curb ramps
- ADA-compliant pedestrian signals and pushbuttons
- Local intersection detection
- Signal head replacement
- Conversion from span wire to mast arms
- Other items as deemed appropriate

CCI will submit the preliminary plans package to staff from the Town of Farragut for review and comment. A preliminary engineer's opinion of probable construction cost will accompany the plans package. Upon receiving review comments from the Town, CCI will revise the plans as needed and resubmit a final preliminary plans package to the Town.

Task 7.2 - Final Plans

Once the preliminary plans have been approved by Farragut, CCI will begin coordinating plans review and approval with the Tennessee Department of Transportation (TDOT). This review and approval may include both ROW and Construction plans. CCI will incorporate any TDOT comments and submit final stamped construction plans, final engineer's opinion of probable construction cost, and any final specifications needed for the project to be approved by TDOT and given a Notice to Proceed to Construction Phase.

TASK 8 - PRE-BID SERVICES

Task 8.1 - Permitting

CCI will coordinate with TDOT Local Programs, local utility companies, TDOT Region 1 ROW Office, and TDOT Environmental Division to obtain certification for utilities, ROW, and environmental permits. It is

expected that due to the scope of the project that no right-of-way acquisition or easements will be required and no environmental permits will be needed.

As part of the utility coordination process, utility make-ready (UMR) adjustments may be required in order to make room on utility poles for any aerial fiber interconnect designed for this project. CCI will perform field data collection and UMR design necessary for franchise utilities to make adjustments to prepare the poles for the installation of the fiber.

Depending on the ADA requirements with this project, the Town may need to submit an Excess Land Application to the TDOT Region 1 Office. CCI staff will assist the cities with preparation of this application, if needed.

Task 8.2 - Proprietary Items

CCI will assist the Town of Farragut in developing proprietary item requests to use specific equipment brands town wide for this project as well as in projects within the next three years that use federal funding.

Task 8.3 - Special Provisions

CCI will assist the Town of Farragut in developing a town-specific supplement to TDOT's Section 730 - Traffic Signals. This supplement will include requirements for any traffic signal related items. Such items may include:

- Controllers
- Cabinets
- Detection
- Signal heads
- Signal cable
- Pull boxes
- Conduit
- Coordination equipment
- Communications cable
- Communications equipment
- Other items as needed

Task 8.4 - DBE Goal Requirements

Based on the anticipated size of the construction contract, the Town will be required to set goals for disadvantaged business enterprise (DBE) participation on the construction contract. CCI will work with the TDOT Civil Rights Office to prepare a spreadsheet for required DBE goals on the project.

TASK 9 - BID SERVICES

Upon receiving the Notice to Proceed to Construction Phase from TDOT, CCI will assist the Town of Farragut in developing an advertisement for bid. CCI will also conduct the pre-bid meeting, respond to bidders' questions and prepare bid addenda as needed. CCI will be present at the bid opening and will tabulate contractors' bids. CCI will prepare a recommendation of award letter for review and concurrence from TDOT.

TASK 10 - CONSTRUCTION SUPPORT SERVICES

CCI will provide limited construction support services to the Town of Farragut as requested. CCI will attend the preconstruction meeting and will be available for questions throughout construction from Town staff and their Construction Engineering and Inspection (CEI) consultant.

TASK 11 - TIMING PLAN DEVELOPMENT

CCI will develop new signal timing settings for all signals located within the Town limits, including any that may not end up being a part of the hardware upgrades.

Task 11.1 - Traffic Counts

CCI will collect updated traffic count data for this project. Weekday turning movement count (TMC) data will be collected at each intersection during the hours of 7:00 AM - 9:00 AM, 11:00 AM - 1:00 PM, and 4:00 PM - 6:00 PM. The evening peak counts will be extended from 2:00 PM - 4:00 PM at intersections adjacent to schools. Additionally, CCI will collect TMC data at up to two intersections during the peak traffic periods of a Friday, Saturday, and Sunday for a minimum four-hour consecutive period on each day.

Directional average daily traffic (ADT) counts will be conducted at up to five locations within the Town. These counts will be positioned at mid-block locations and provide seven consecutive days of data.

Task 11.2 - Local Controller Settings

For each intersection, CCI staff will calculate and recommend values for local controller settings such as minimum vehicular green, yellow change interval, red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time. Although this has been previously performed in a recent CMAQ project, potentially new locations of stop bars, curb ramps, and pedestrian push buttons could affect the required values of these timing settings.

Task 11.3 - Cycle Length Evaluation

Using the *Synchro* models developed in a recent CMAQ project, CCI will begin the coordinated plan re-timing process by performing peak hour cycle length evaluations and will recommend a cycle length for each proposed timing plan. CCI will prepare up to seven coordinated timing plans, which may include the following:

- Weekday AM Peak
- Weekday MD Peak
- Weekday PM Peak
- Off Peak
- Weekday School Peak
- Saturday Peak
- Sunday Peak

Task 11.4 - Split, Offset, and Phase Sequence Development

Once the cycle lengths for each period have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Next, phase sequencing and offset manipulation will be analyzed to maximize arterial green bands, thus reducing vehicle stops and delay. It is

anticipated that the flashing yellow arrow signal heads installed during construction will allow for lead-lag operation at several signals with the goal of enhancing vehicle progression through the signal system

Task 11.5 - Coding Sheet / TOD Clock Development

Using the ADT counts collected, CCI staff will develop a Time-of-Day (TOD) clock for each signal system to determine the optimal timing plan for each hour of a typical weekday / weekend. CCI staff will then transfer recommended timings and TOD settings for each intersection into a coding sheet format to be used to input the new timing settings into the controllers and/or central software.

TASK 12 - SIGNAL TIMING IMPLEMENTATION AND EVALUATION

Task 12.1 - Signal Timing Implementation

CCI staff will assist the Town of Farragut in inputting the new local controller and TOD coordinated signal timings into the controllers and/or central software. Once the timing has been programmed, CCI will validate the timings in the field for each coordinated timing plan to confirm that the settings are working correctly.

Task 12.2 - Signal Timing Evaluation

CCI staff will field verify the effectiveness of the coordinated timing plans and fine tune as necessary. Vehicle progression, as well as split times, may be adjusted based on these observations. During field implementation, any immediate adjustments will be made each day in the field. These adjustments will be communicated to Town of Farragut staff, and updated coding sheets will be provided at the end of the evaluation period. Furthermore, these changes will be documented via a field implementation memorandum, and the *Synchro* files will be updated accordingly.

TASK 13 - PROJECT DOCUMENTATION

Once construction is completed and the new timings have been implemented and evaluated, CCI will prepare a final report summarizing the project results.

CCI staff will collect and compile travel time and delay data using the weekday peak traffic periods prior to the implementation of the new timings ("before" conditions). Following implementation and fine-tuning of the new timings, "after" conditions will be collected for the corridor. Using the travel time data collected in the field, CCI will prepare a "before and after" analysis using parameters such as total travel time, total delay time, average speed, and number of stops.

Once the before and after studies are complete, the final report will be prepared which will document the following:

- Project overview
- Summary of construction project
- Summary of data collected
- Analysis techniques and approaches used
- Timing plan data
- Recommended improvements for a potential Phase 2 ATMS project
- 'Before' and "after" travel time summaries
- Project results

This report will be provided in electronic and hard copy format to the Town of Farragut.

TASK 14 - ADDITIONAL SERVICES

The following services are not included in the scope of services, but can be provided as additional services if authorized by the Town of Farragut. Compensation for additional services will be agreed upon prior to their performance.

- Additional Traffic Data Collection
- Additional Timing Plans
- Surveying
- Traffic Impact Study
- Attendance at public hearings
- Attendance at additional meetings and/or field visits during the Construction Phase
- Construction Engineering and Inspection (CEI)
- Other services as requested

Based on our understanding of this project, the proposed budget for the services described above is \$417,480. Regarding the project schedule, we will initiate TDOT Local Programs coordination upon full execution of this agreement. Subsequent activities will be expedited to the extent possible following Local Programs coordination and authorizations. It is anticipated that this project will receive the notice to proceed to Construction Phase twenty-four months following execution of this contract. Furthermore, it is anticipated the project closeout will occur sixteen months following the Construction Phase notice to proceed.

If the outlined terms of this proposed budget supplement agreement are acceptable, please have this document signed in the space provided and return a copy via e-mail for our records.

Please do not hesitate to give me a call if you have questions or require additional information.

Sincerely,



Paul Beebe, P.E.
Director of Transportation & Public Works

AUTHORIZATION TO PROCEED

By _____ Date _____

SCHEDULE OF CHARGES - HOURLY RATE BASIS

PROJECT MANAGEMENT & DESIGN

Senior Project Manager	\$175.00 per hour
Project Manager	\$145.00 per hour
Senior Project Engineer	\$130.00 per hour
Project Engineer	\$120.00 per hour
Senior Engineering Designer	\$110.00 per hour
Engineering Designer	\$95.00 per hour
Project Technician	\$85.00 per hour

FIELD SURVEYING

Senior Project Manager	\$175.00 per hour
Project RLS	\$120.00 per hour
Data Processor	\$100.00 per hour
Field Crew	\$155.00 per hour
Project Technician	\$85.00 per hour

CONSTRUCTION PHASE SERVICES & ASSESSMENTS

Senior Project Manager	\$175.00 per hour
Project Manager	\$145.00 per hour
Senior Project Engineer	\$130.00 per hour
Project Engineer	\$120.00 per hour
Senior Resident Project Representative	\$120.00 per hour
Resident Project Representative	\$75.00 to \$95.00 per hour
Project Technician	\$85.00 per hour

Rates for Principles and other Professionals/Experts provided upon request as specific project necessities.

Unless otherwise noted in the Agreement, outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Leisure Services Director

SUBJECT: Approval of Contract for McFee Park Phase III Design Services Contract

ATTACHMENTS: AIA Contract

BACKGROUND: The board approved both a new McFee Master Plan and Phase III (Exhibit F) at the August 24 meeting.

DISCUSSION: Development of McFee Park Phase III will include mass grading of the site; road connection from the current road to a new entrance on McFee Road; site utility systems (water, sewer and underground electric) for the entire project including stubouts for work in future phases; stormwater system for project including stubouts for work in future phases; east pavilion and restroom; east pavilion parking lot and associated parking lot lighting; great lawn; and the walking trail loop around the great lawn along with associated lighting. Initial cost estimate for construction is \$6,100,000.

This contract for architectural and engineering services is for 7.25% of the estimated construction budget which is \$442,250 plus up to \$10,000 in reimbursable expenses (printing, reproductions, plots, documents, presentation materials, etc. as outlined in the contract). Currently, there is \$350,000 budgeted for the engineering services in FY2018. This contract will span over two fiscal years therefore the remaining contract amount will be budgeted in the FY2019 budget.

There are five (5) steps of this contract and the Town has the right to terminate the contract at any point with a seven (7) day notice but specifically at the end of each phase. The phases and their associated costs are:

- Schematic Design Phase (15%): \$66,337.50
- Design Development Phase (20%): \$88,450.00
- Construction Documents Phase (35%): \$154,787.50
- Bidding Phase (5%): \$22,112.50
- Construction Phase (25%): \$110,562.50

Ross/Fowler will be subcontracting with the following firms during this contract: Johnson Architecture, Vaughn & Melton Engineers and Vreeland Engineers. The timetable for this project is to have the construction documents complete by late fall 2018 with a February 2019 commencement of construction and a substantial completion of construction by December 2019.

RECOMMENDATION BY: Sue Stuhl

PROPOSED MOTION: Approval of McFee Park Phase III Design Services Contract with Ross/Fowler, P.C. at a cost of 7.25% of the construction bids plus up to \$10,000 in reimbursable expenses.

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

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



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

and the Architect:
(Name, legal status, address and other information)

Ross/Fowler, P.C.
5103 Kingston Pike Suite 105
Knoxville, Tennessee 37919

for the following Project:
(Name, location and detailed description)

McFee Park Phase III
917 McFee Road
Farragut, Tennessee 37934

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The McFee Park Phase III project is the work shown in the attached Exhibit A 2016 McFee Park Master Plan Update Phase F dated June 2017 which includes mass grading of the site; the road connection from the vicinity of the existing large pavilion to the new entrance on McFee Road, the site utility systems (water, sanitary sewer and underground electric) for the entire project including stubouts for the work of future phases; stormwater system for the project with stubouts for the work of future phases; the East Pavilion and Restroom; the East Pavilion parking lot and associated parking lot lighting; the Great Lawn; the Loop Trail around the Great Lawn with the associated trail lighting. The estimated project budget is \$6,100,000.00

The Owner's representatives shall be Sue Stuhl and Daryl Smith.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

February 25, 2019

- .2 Substantial Completion date:

Init.

December 20, 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall seek to appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit B

.2 Automobile Liability

See Exhibit B

.3 Workers' Compensation

See Exhibit B

.4 Professional Liability

See Exhibit B

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

Init.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based and contingent upon the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of the site development and building systems to fix and describe the size and character of the Project as to landscape architectural, civil, architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based and contingent upon the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1
- .2
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

Init.

.5
§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Init.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

Init.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building Information Modeling (E202™-2008)	NP	

Init.

§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	NP	
§ 4.1.10	Value Analysis (B204™–2007)	NP	
§ 4.1.11	Detailed cost estimating	NP	
§ 4.1.12	On-site Project Representation (B207™–2008)	NP	
§ 4.1.13	Conformed construction documents	NP	
§ 4.1.14	As-Designed Record drawings	NP	
§ 4.1.15	As-Constructed Record drawings	NP	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™–2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner's consultants	NP	
§ 4.1.20	Telecommunications/data design	NP	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	NP	
§ 4.1.22	Commissioning (B211™–2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™–2012)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

Init.

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 Once the Construction Phase has commenced, if the services covered by this Agreement have not been completed within fourteen (14) months, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Init.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination based on the costs for the phases of work set out in Section 11.5, or any pro-rata portion thereof, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

Init.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Seven and one-quarter percent of the construction cost of the project.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.7 Civil Engineering and 4.1.8 Landscape Design are included in Basic Services and are compensated under Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly based on the hourly rates of Ross/Fowler and their consultants as set forth in Exhibits C, D, E and F

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

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User Notes:

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§ 11.5 Where compensation for Basic Services is based on a percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$66,337.50	(	15	)
Design Development Phase	\$88,450.00	(	20	%)
Construction Documents Phase	\$154,787.50	(	35	%)
Bidding or Negotiation Phase	\$22,112.50	(	5	%)
Construction Phase	\$110,562.50	(	25	%)
Total Basic Compensation	442,250.00	(	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Additional Services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C Ross/Fowler Hourly Rates
Exhibit D Johnson Architecture Hourly Rates
Exhibit E Vaughn & Melton Engineers Hourly Rates
Exhibit F Vreeland Engineers Hourly Rates

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.8.3 Reimbursable expenses are estimated to be \$10,000.00.

Init.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Where the term "Architect" is used in this agreement it shall apply to the Landscape Architect and their consultants equally.

12.2 This agreement may be terminated with or without cause by either party upon seven (7) days written notice to the other party in accordance with Section 9.5. On termination the Owner shall compensate the Architect as described in Section 9.6.. The Owner's right to use the Architect's Instruments of Services shall be as described in Section 9.7.

12.3 In the performance of this contract, Architect will comply with all applicable laws, ordinances, rules, regulations and order of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibits 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 Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- 2016 McFee Park Master Plan Update Phase F

Exhibit B- Ross/Fowler Certificate of Insurance

Exhibit C- Ross/Fowler Hourly Rates

Exhibit D- Johnson Architecture Hourly Rates

Exhibit E- Vaughn & Melton Engineers Hourly Rates

Exhibit F- Vreeland Engineers Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Ralph McGill Mayor

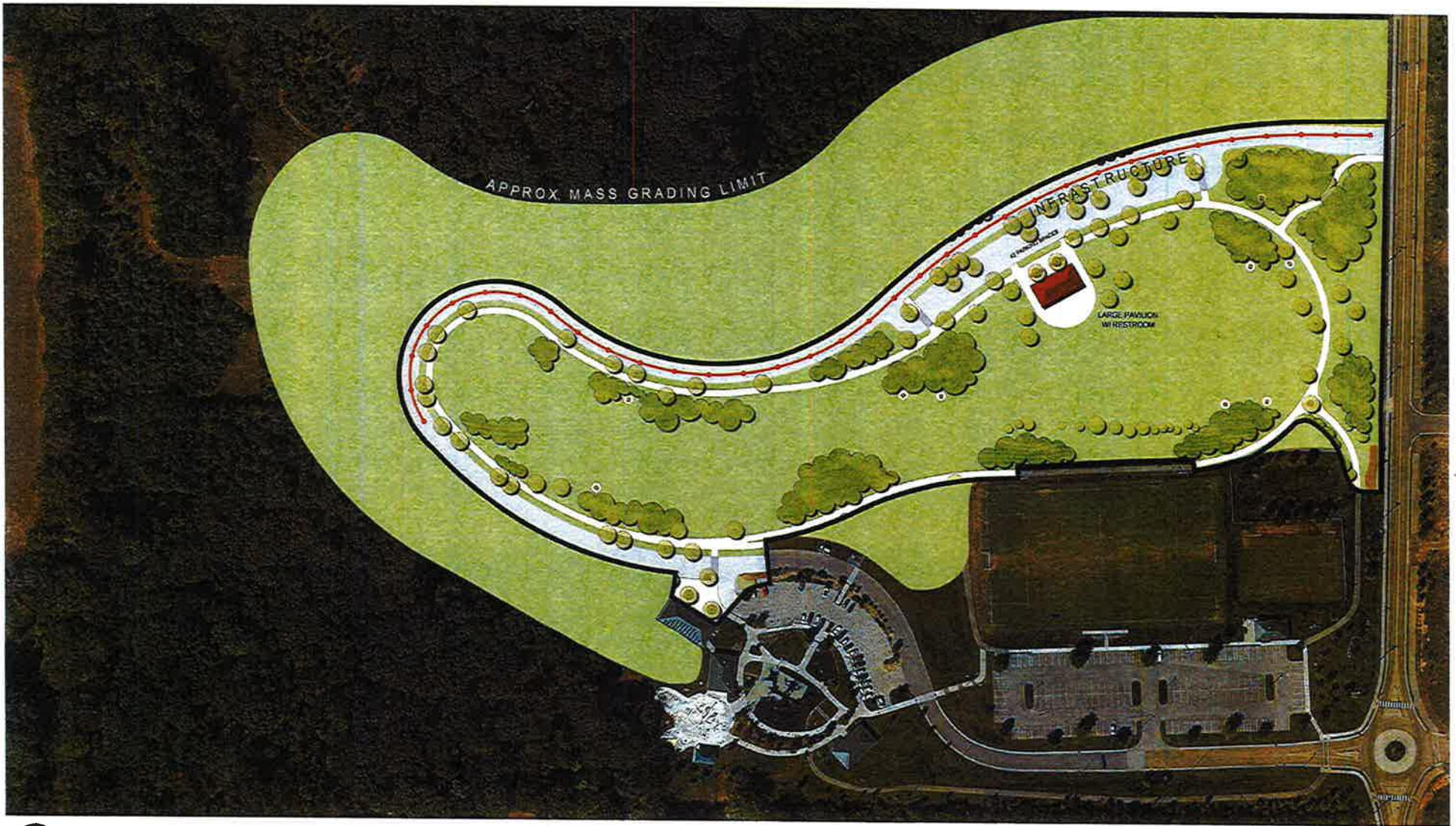
(Printed name and title)

(Signature)

Michael F. Fowler President

(Printed name and title)

Init.



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JUNE 2017

ROSS/FOWLER
LANDSCAPE ARCHITECTS
PLANNERS & ENGINEERS

2016 McFEE PARK MASTER PLAN UPDATE

TOWN OF FARRAGUT

Phase F

- Mass Grading
- Road & Infrastructure
- East Pavilion & Restroom
- East Pavilion Parking
- Great Lawn
- Loop Trail

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B

DATE (MM/DD/YYYY)

10/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 104 Woodmont Blvd. Suite 400 Nashville TN 37205		CONTACT NAME: Canessa Jones PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL ADDRESS: canessa@crowfriedman.com															
INSURED Ross/Fowler, P.C. 5103 Kingston Pike Suite 105 Knoxville TN 37919		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER B: Travelers Indemnity Co of Amer</td><td>25666</td></tr><tr><td>INSURER C: Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER D: Trav Prop & Cas Co Of America</td><td>25674</td></tr><tr><td>INSURER E: Travelers Cas & Surety co AM</td><td>31194</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company of CT	25682	INSURER B: Travelers Indemnity Co of Amer	25666	INSURER C: Travelers Indemnity Co	25658	INSURER D: Trav Prop & Cas Co Of America	25674	INSURER E: Travelers Cas & Surety co AM	31194	INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: CL1792043864

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER		6809H705668	5/1/2017	5/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPIOP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPIOP AGG	\$ 2,000,000		\$
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PRODUCTS - COMPIOP AGG	\$ 2,000,000																			
	\$																			
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BA1336L886	5/1/2017	5/1/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP6146Y541	5/1/2017	5/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																			
AGGREGATE	\$ 1,000,000																			
	\$																			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		UB5857Y795	5/1/2017	5/1/2018	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																				
E L EACH ACCIDENT	\$ 1,000,000																			
E L DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E L DISEASE - POLICY LIMIT	\$ 1,000,000																			
E	Professional Liability		105831696	9/7/2017	9/7/2018	<table border="1"><tr><td>Each Claim</td><td>\$1,000,000</td></tr><tr><td>Annual Aggregate</td><td>\$1,000,000</td></tr></table>	Each Claim	\$1,000,000	Annual Aggregate	\$1,000,000										
Each Claim	\$1,000,000																			
Annual Aggregate	\$1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: McFee Park Phase III.

CERTIFICATE HOLDER**CANCELLATION**

Town of Farragut 11408 Municipal Center Drive Farragut, TN 37934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Christian/CNJ <i>MCS Christian</i>

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ROSS/FOWLER, P.C.
HOURLY RATES
2017

Firm Principal	
Principal	\$175/hr.
Firm Management	
Associate/Project Manager III	\$165/hr.
Associate/Project Manager II	\$150/hr.
Project Manager I	\$120/hr.
Firm Professional Staff	
Landscape Architect IV	\$100/hr.
Landscape Architect III	\$80/hr.
Landscape Architect II	\$65/hr.
Landscape Architect I	\$50/hr.
Firm Technical Staff	
Technical III	\$70/hr.
Technical II	\$60/hr.
Technical I	\$45/hr.
Firm Administrative Staff	
Administrative III	\$65/hr.
Administrative II	\$50/hr.
Administrative I	\$45/hr.

JOHNSON ARCHITECTURE, INC.
2017 HOURLY PERSONNEL BILLING RATES

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal Architect/Partner	\$135 - 175
Project Manager	\$95 - 125
Designer	\$110
Interior Designer	\$100
Project Architect	\$90
Intern Architect Level II	\$80 - 90
Intern Architect Level I	\$75 - 80
Draftsperson	\$70
Business Development	\$110
Administrative Personnel	\$35

These rates are subject to adjustment on a semi-annual basis to allow for changes in employee compensation, and the rates in effect at the time specific work is performed shall pertain.

Charges for the services of professional consultants engaged on the project shall be computed at a multiple of one and one fifteenth (1.15) times the amount billed to the Architect for such services.

The Architect shall be reimbursed for expenses of out-of-town travel, communication (including long distance charges), postage, and reproduction incurred by its employees and professional consultants in connection with the project. Reimbursable expenses are subject to a 15% administrative fee.

Payments shall be made monthly upon presentation of statements of services rendered and reimbursable expenses.

VAUGHN & MELTON
1909 Ailor Avenue
Knoxville, Tennessee 37921

EXHIBIT E

Phone No. (865) 546-5800

Fax No. (865) 546-4714

Vaughn & Melton, (V&M) will provide professional engineering services at an hourly rate for each classification as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$190.00
Senior Level Professional	160.00
Licensed Professional	130.00
Graduate Engineer (EIT)	100.00
Senior Designer/Certified Technician	90.00
Technician IV	80.00
Technician III	70.00
Technician II	55.00
Technician I	40.00
Clerical Administration	65.00
Clerk/Typist	40.00
ROW Project Manager	110.00
ROW Relocation Agent	100.00
ROW Acquisition Agent	90.00
ROW Agent Trainee	75.00
Survey Party (4-Man)	185.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	150.00
Survey Party (2-Man)	120.00
Survey Party (1-man w/Robotic or GPS)	100.00
Conductive Locator (1-Man)	90.00
Ground Penetrating Radar (1-Man)	125.00
Vacuum Excavation (2-Man)	250.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- (1) Printing, reproduction, photography or special material for said project.
- (2) Travel by 4X4 at \$0.75 per mile. Travel by 4X2 at \$0.535 per mile.
- (3) Travel and living expenses for all personnel when required to be away from Knoxville in connection with work
- (4) Other consultant fees as approved by the Owner (or his Agent).

V&M will furnish, at the request of the Owner, monthly time sheets and an hourly breakdown for each employee working on said project with V&M's monthly invoice. The invoice and time sheets would be certified that the employee's worked the hours shown, at the classification designated.

V&M rates May 2017

EXHIBIT F

MANHOUR RATES - 2017

Principal (Luttrell & Damron)	\$150.00
Engineer	125.00
Designer	90.00
Field Inspector	75.00
CAD Operator	75.00

VREELAND ENGINEERS, INC.