



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
July 26, 2018**

**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. June 12, 2018
- VI. Business Items**
 - A. Approval of a contract between the Town of Farragut and GEOServices for supplemental development oversight and inspection services associated with the Overlook at Campbell Station Multi-Family Residential project at 820 N. Campbell Station Road
 - B. Approval of Proposal for Engineering Services for Improvements at Campbell Station Road at Snyder Road
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

**Board of Mayor and Aldermen Meeting
Public Comment Protocol**

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

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
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.

At the beginning of each meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Clerk or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines:

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Anyone interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Clerk or a staff member;
3. Speakers shall come to the podium and identify themselves by name and address;
4. Public comment shall be limited to five (5) minutes per individual, time may be extended at the discretion of the Mayor; time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose particular issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
July 12, 2018**

**WORKSHOP
6:30 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. June 28, 2018
- VI. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 18-09, ordinance to rezone Parcel 58, Tax Map 151, located at 12639 Kingston Pike, 28.76 Acres, from R-2, R-1, and FPD to NCC, OS-P, and FPD (SITE Inc., Applicant)
 - 2. Ordinance 18-10, ordinance to rezone Parcels 52, 54, 54.01, 55, and 57 Tax Map 151, located at 12723, 12733, 12737, 12751 Union Road, 115 Acres, from A and R-1, and R-1/OSR (SITE Inc., Applicant)
- VII. Business Items**
 - A. Approval of proposal from Urban Engineering for design of sidewalk connection at Smith Road, from Everett Road to Andover Boulevard.
 - B. Approval of proposal for mapping and assessment of the Town of Farragut's stormwater infrastructure

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- C. Approval of Alternate Date for the November 8th Board of Mayor and Aldermen Meeting
- D. Approval of Purchase Agreement for property located at 239 Jamestowne Blvd.
- E. Approval of Memorandum of Understanding between the Town of Farragut and Knox County

VIII. Town Administrator's Report

IX. Town Attorney's Report

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

Approval of Agenda

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

Mayor's Report

William and Kay Stokley presented Admiral Farragut memorabilia to the Town of Farragut in honor of Mayors Leonard and Ford.

Alderman Povlin made a correction of record concerning the McFee Park expansion that was included in the Farragut Press.

Citizens Forum

R.M. Hill, 11504 Mountain View Road, requested that the Town staff conduct a traffic study at the intersection of Jamestowne Blvd/Kohl's entrance and Kingston Pike. The board asked town staff to study the intersection.

Approval of Minutes

Motion was made to approve the minutes of June 28, 2018. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 18-09, ordinance to rezone Parcel 58, Tax Map 151, located at 12639 Kingston Pike, 28.76 Acres, from R-2, R-1, and FPD to NCC, OS-P, and FPD (SITE Inc., Applicant)

Motion was made to approve Ordinance 18-09, as amended, on second and final reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Ordinance 18-10, ordinance to rezone Parcels 52, 54, 54.01, 55, and 57 Tax Map 151, located at 12723, 12733, 12737, 12751 Union Road, 115 Acres, from A and R-1, and R-1/OSR (SITE Inc., Applicant)

Motion was made to approve Ordinance 18-10, as amended, on second and final reading. Tim Sayers, 12812 Pecos Road, addressed the board concerning the connection to Pecos Road. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli and Williams; Alderman Povlin recused herself, no nays; motion passed.

Business Items

Approval of proposal from Urban Engineering for design of sidewalk connection at Smith Road, from Everett Road to Andover Boulevard.

Motion was made to approve a proposal from Urban Engineering for design of sidewalk connection at Smith Road, from Everett Road to Andover Boulevard. Moved by Alderman Povlin, seconded by Alderman Williams. After some discussion an alternate motion was made to table the item for two board meetings. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Approval of proposal for mapping and assessment of the Town of Farragut's stormwater infrastructure

Motion was made to approve the agreement with UT Water Resources Research Center, for mapping and assessment of the Town's stormwater infrastructure, for a not to exceed amount of \$50,000. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Approval of Alternate Date for the November 8th Board of Mayor and Aldermen Meeting

Motion was made to table until a future meeting. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Approval of Purchase Agreement for property located at 239 Jamestowne Blvd.

Motion was made to approve the purchase the purchase of the property at 239 Jamestowne Boulevard and the real estate contract in the amount of \$2,000,000. Moved by Alderman Markli, seconded by Alderman Povlin; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Approval of Memorandum of Understanding between the Town of Farragut and Knox County

Motion was made to approve the memorandum of understanding between the Town of Farragut and Knox County. Moved by Alderman Povlin, seconded by Alderman Markli. After much discussion an alternate motion was made to approve the memorandum of understanding between the Town of Farragut and Knox County with the following language added to paragraph 3. "The renovations shall include renovations to the entire building. Before the work of construction or installing of the renovations is commenced, the Lessor and Lessee shall agree upon the specifications for the renovations and the budget for the renovations. The budget for the renovations shall in no event exceed \$2,250,000." Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, thanked Sue Stuhl, Bud McKelvey and the entire staff for a great 4th of July parade.

Meeting adjourned at 8:30PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Approval of a contract between the Town of Farragut and GEOServices for supplemental development oversight and inspection services associated with the Overlook at Campbell Station Multi-Family Residential project at 820 N. Campbell Station Road

INTRODUCTION AND BACKGROUND: At the Board of Mayor and Aldermen meeting on November 9, 2017, a resolution was approved (Resolution R-2017-04 – a copy is included in your packet) which would provide the opportunity for an applicant with a very large project to request approval to permit a third party to perform certain development oversight and inspections to facilitate the timing of the project.

DISCUSSION: Since the adoption of Resolution R-2017-04, the Town received an application from Paul Folger, the developer of the Overlook at Campbell Station Multi-Family Residential project off N. Campbell Station Road, to pursue inspection services for his project. The Overlook will have 12 buildings with a cumulative total of approximately 290,600 square feet. Providing supplemental inspection services will not only benefit the applicant but also the Town given the significant amount of staff time this project would otherwise consume.

As provided for in Resolution R-2017-04, a Request for Qualifications (RFQ) was sent out in response to Mr. Folger's request. GEOServices, a local geotechnical engineering firm, was the only firm that submitted an RFQ. GEOServices has performed the same inspections that they included in their RFQ for other multi-family projects in the area. They are a well-respected firm and should be fully capable of executing their proposed scope of work. Specifically, GEOServices will be providing inspection services for building foundations, structural framing, insulation, and firestopping. GEOServices will not be providing inspections for electrical (this is handled through LCUB), mechanical and plumbing. If approved, this would mean that the Town would be responsible for overseeing all inspections but only directly performing those involving mechanical and plumbing systems.

Included in your packet is a copy of a signed contract from GEOServices using the Town's standard contract language and language provided by the Town Attorney as it relates to this specific contract of services. As part of this contract, GEOServices has included a summary of the cost of their anticipated services. If the contract is approved, the applicant, Paul Folger, will be responsible for providing to the Town an initial cash deposit of \$20,000 for deposit into a non-interest-bearing account managed solely by the Town for the purpose of compensating the supplemental service provider. The applicant will be responsible for ensuring that this account does not fall below \$5,000 at any time.

The Town's codes officers and fire marshal will provide guidance and direction to GEOServices in terms of what needs to be specifically addressed and how this is to be implemented and shall have the ultimate authority to reject any inspection. There will be a post-application meeting to discuss the scheduling, logistics, and invoicing associated with the project. Essentially, GEOServices will be an employee of the Town and responsible for following Town procedures and processes as they relate to the services being provided.

RECOMMENDATION: Community Development Director, Mark Shipley, recommends approval of the contract between the Town of Farragut and GEOServices for supplemental development oversight and

inspection services associated with the Overlook at Campbell Station Multi-Family Residential project at 820 N. Campbell Station Road

PROPOSED MOTION: To approve the contract between the Town of Farragut and GEOServices for supplemental development oversight and inspection services associated with the Overlook at Campbell Station Multi-Family Residential project at 820 N. Campbell Station Road.

BOARD ACTION:

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

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

TOWN OF FARRAGUT

Supplemental Development Oversight and Inspection Application

11408 MUNICIPAL CENTER DRIVE
FARRAGUT, TN 37934 (865) 966-7057 FAX (865) 671-7652



Project Name: Overlook At Farragut,
Project Address: 820 N. Campbell Station Road, Knoxville, TN 37932
Tax Map and Parcel Number: _____

OWNER INFORMATION	OWNER DESIGNEE (IF APPLICABLE)
Name: Paul Folger Address: 5755 Northpoint Parkway, Suite 22 City, State, Zip: Alpharetta, GA 30022 Telephone No.: 770-674-0621 Email Address: pfolger@weatherwoodcap.com	Name: Same Address: City, State, Zip: Telephone No.: Email Address:
Type of Construction: ☒ Multi-Family ☐ Commercial ☐ Other _____	Total Floor Area Sq. Ft: 290,604 Number of Buildings 12 Max. Number of Stories/Height 3 stories w/ Basement Est. Cost of Construction \$ 28,499,756
Description of Project The Overlook At Farragut is a 267 unit garden style apartment project consisting of eight residential building, two carriage houses, a club house with amenities area and maintenance shop with carwash.	
Description of Supplemental Services Requested: Inspection services that will include site, structural, foundation, MEP and life safety inspections	

Date of Required Pre-Application Meeting with Town Staff At staffs convenience

I hereby certify that I have obtained, read, and will abide by the Town of Farragut's Supplemental Development Oversight and Inspection Service Policy; along with any other conditions imposed by the Town for its approved use on this project. I have reviewed this completed application and found it to be true and correct. I understand that all provisions of laws and ordinances governing this type of project and work must be complied with whether specified herein or not. I further understand that the approval of this application does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the activity proposed.

(Owner or Authorized Designee)

Date

(Approved By – Community Development Director)

Date

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (herein "**Contract**") is made and entered into the 25th day of June, 2018 by and between the TOWN OF FARRAGUT, TENNESSEE, a municipal corporation, (herein the "**Town**") and GEOServices, a Tennessee LLC (herein the "**Contractor**").

WITNESSETH:

WHEREAS, by action of the Board of Mayor and Alderman on November 9, 2017 in adopting Resolution R-2017-04, a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**, the Town authorized contracting with third parties to provide supplemental development oversight and/or inspection services on large development projects on an as-needed basis to ensure that the inordinate amount of such services required for such projects do not unduly delay or hamper the progress of construction projects in the Town; and

WHEREAS, with respect to the Overlook Apartment project which consists of eleven (11) apartment buildings, the TOWN desires to contract with a provider knowledgeable in the technical requirements of building codes who would provide for the provision of inspection services on an as-needed basis (herein the "**Contract**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing services, and

WHEREAS, the CONTRACTOR desires to enter into the Contract as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions set out in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.0 SCOPE OF CONTRACT

The CONTRACTOR agrees to furnish the services as specified in the Invitation to Bid issued by the Town and all amendments thereto on an as-needed basis as directed by the Town. The Invitation to Bid and amendments thereto are attached hereto as **Exhibit B** and incorporated by reference herein and made part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the terms of this Contract. The process of providing the services will be in accordance with the Resolution (**Exhibit A**).

2.0 TERM OF CONTRACT

The period during which services may be requested pursuant to this Contract shall be for 24 months, beginning on 06-25-2018 and ending 6-25-2020.

3.0 COMPENSATION

3.01 Amount of Compensation. The CONTRACTOR agrees to provide the services as specified in its bid to the TOWN at the hourly rates specified in said bid and amendments, if any, attached hereto as **Exhibit C** and incorporated by reference herein and made a part hereof. Part of **Exhibit C** is an Opinion of Probable Cost which is based on an estimate based on an assumption that the CONTRACTOR would be requested by the TOWN to perform all of the inspection services for structural framing, insulation and firestop inspections on the Overlook project. It is understood by the parties the estimated quantities as specified in **Exhibit C** may vary based upon the needs of the TOWN and the availability of the TOWN'S employed codes officials.

3.02 Payments of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is responsible for the supervision and oversight of the work pursuant to this Contract, and such department has accepted the CONTRACTOR'S work. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department overseeing the Contract. All invoices shall be directed to the Accounts Payable Department, Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934. In the event any work under the Contract is deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

4.0 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services which shall be incorporated into an amendment to this Contract.

5.0 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the issuance of a written Notice to Proceed by the TOWN.

6.0 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in the Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.0 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances and regulations in any manner affecting the provision of the services provided or work done pursuant to this Contract and to comply with all instructions and orders issued by the TOWN regarding the Contract.

8.0 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.0 WARRANTY

The CONTRACTOR warrants that in connection with its provision of the services hereunder, its work shall: in the case of such services (i) conform to all applicable

standards of care and practice in effect at the time of service is performed; (ii) be of the highest quality; and (iii) shall comply with the terms and conditions of this Contract and be free from all faults, defects or errors; and meet the specifications in the Invitation to Bid. If the CONTRACTOR is notified in writing by the TOWN of any faulty work under this Contract furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either" (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost of the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous work, including any costs for re-provision of the relevant work by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications in the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.0 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the events of riots, wars, and Acts of God.

11.0 INSURANCE

11.01 Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and Property Damage.

11.02 Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep on force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03 Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

- 11.04 Professional Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain professional liability insurance coverage in the amount of not less than One Million Dollars (\$1,000,000).
- 11.05 Certificate of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.0 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the work under this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs, including attorney's fees and court costs, which may be incurred by the TOWN arising from the negligent or willful acts, errors and omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of the Contract

13.0 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.0 EQUAL EMPLOYMENT OPPORTUNITY

14.01 Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, age, sex or disability. Such action shall include, but not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.

14.02 Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.0 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

16.0 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing the services provided pursuant to this Contract.

17.0 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the services to be provided pursuant to this Contract and the conditions surrounding the provisions thereof. The TOWN will

not be responsible for any alleged misunderstanding of the work required by this Contract to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.0 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of the Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.0 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.0 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on the property where the work of this Contract is to be performed by the CONTRACTOR.

21.0 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.0 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and

interpretation hereto. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.0 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.0 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.0 NOTICES

All notices, demands, and requests required or permitted by this contract shall be in writing and shall be sent by facsimile transmission, air and other courier, or hand delivery as follows:

- (i) To: Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934
Attn: Town Administrator
- (ii) To: Contractor
GEOServices, LLC
2561 Willow Point Way
Knoxville, TN 37931
Attn: Office Manager

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purposes of notices, demands, and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.0 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.0 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.0 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF FARRAGUT,
TENNESSEE**

By: _____
Ronald Pinchok, Mayor

CONTRACTOR

By:  _____
Ros Kingery
Its: Vice President

ATTEST:
By: _____
Allison Myers, Town Recorder

CONTRACTOR'S Mailing Address
2561 Willow Point Way
Knoxville, TN 37931

APPROVED AS TO FORM AND CONTENT

Town Attorney



TOWN OF FARRAGUT

RESOLUTION R-2017-04

Town of Farragut Community Development Department Supplemental Development Oversight and Inspection Service Policy

WHEREAS, in accordance with the Tennessee Code Annotated and all adopted development codes, the Town is obligated to provide plans review and building inspection services to applicants petitioning the Town for said services; *and*

WHEREAS, the Town has seen an unprecedented increase in requests for such services in the last fiscal year; and

WHEREAS, The Town has a limited number of qualified staff to provide plans review and inspection services; and

WHEREAS, the Town desires to provide an alternative means to provide for supplemental services for large projects, without hiring additional staff, to ensure timely responsiveness to the needs of all projects.

NOW, THEREFORE, The Board of Mayor and Aldermen adopts the following policy:

SECTION I. PURPOSE and APPLICABILITY

Purpose: The purpose of this policy is to provide a regulatory framework through which the Town can provide supplemental development oversight and/or inspection services through third parties who are experts in such matters. By making provisions for essential development and inspection services through such third parties, the Farragut Board of Mayor and Aldermen is employing the creative use of third party experts as a means to ensure both that the progress of substantial projects that require an inordinate amount of such services is not unduly delayed, and that the vast majority of projects which are developed in the Town that do not require supplemental services are not unduly delayed.

Applicability: This policy shall only be available to applicants petitioning for such services on large development projects in excess of \$5,000,000.00 or on other projects where, in the discretion of the Community Development Director, it is deemed appropriate.

SECTION II. SUPPLEMENTAL SERVICES and ESCROW ACCOUNT

This policy is not intended to replace the existing permitting process but rather to supplement the routine services provided by the Town through a contract with private entity(ies) qualified to conduct a full menu of development services (the "Supplemental Service Provider").

Supplemental Service as used herein means: development services typically required by a city planning and inspection department provided by the Town to an approved applicant *through a private contract between the Town and selected firm(s)*.

General Application for Supplemental Service: The firm(s) will be publicly solicited and vetted by the Town through its normal RFQ process. The firm will contract with the Town to provide select development related services solely at the direction of the Town. Payment of all applicable rates, fees, charges will be the responsibility of the applicant throughout the duration of the project. At no time will the applicant have any interest or influence in, or control over the process of selecting the Supplemental Services Provider for the applicant's project.

Escrow Accounts will be established for each project approved for supplemental services. The escrow account will be a non-interest-bearing account managed solely by the Town for the purpose of compensating the Supplemental Service Providers. Disbursements from the escrow accounts in payment for services rendered shall be at the discretion of the Town. Upon approval of a project, but prior to any site work commencing, the applicant shall provide to the Town an *initial* cash deposit for deposit into the escrow account for applicant's project in an amount not less than \$20,000. Escrow accounts shall not carry a balance less than \$5,000 at any time. It shall be the responsibility of the applicant to track and be aware of the actual balance in the account and to maintain the minimum required escrow balance. A stop work order will be issued immediately for a project upon finding the balance in the escrow account for the project has fallen below the \$5,000 minimum amount and shall remain in effect until the account has been replenished and any outstanding balances due Supplemental Services Providers are paid or otherwise satisfied.

SECTION III. APPLICATION AND SERVICE PROCESS

As a condition of applying for supplemental development oversight pursuant to this Policy, a pre-application meeting between the Town and the prospective applicant shall be required. Subsequently, a fully completed application, signed by the project owner or its designee, is required to be submitted to the Community Development Department not less than 30 (thirty) calendar days prior to the first anticipated service date.

A post-application meeting between the applicant requesting the supplemental services, the Town and the Supplemental Service Provider shall be required to discuss scheduling, logistics, and invoicing. This meeting may coincide with any preconstruction meeting at the discretion of the Community Development Director. The actual plans review, building inspections and other tasks are primarily within and coordinated by the Community Development Director, and Supplemental Service Providers must report to the Community Development Director, its

designee in addition to interacting with the public, design and construction professionals and other department and staff.

In general, and under the sole direction of the Town, the Supplemental Service Provider will act as an agent of the Town by:

- Having the same authority as the Town to recommend to the Community Development Director to start and stop all work on the subject site
- Working with the site project manager on a daily-basis to coordinate schedules and make sure the Town is represented on-site during major construction milestones
- Maintaining a consistent and reliable presence at the project site
- Overseeing the physical development of the project site in coordination with the project manager (developer's agent)
- Conducting the necessary building inspections as assigned by the Town Building Official
- Filing the necessary Town reports and inspection results

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 9th day of November 2017.


Dr. Ralph McGill, Mayor


Allison Myers, Town Recorder

February 26, 2018

Farragut Town Hall
11408 Municipal Center Drive
Farragut, TN 379341

ATTENTION: Mr. Mark Shipley, Community Development Director

Subject: **LETTER OF INTEREST AND QUALIFICATIONS**
Supplemental Development Oversight and Inspection Services
The Overlook at Campbell Station
Farragut, Tennessee
GEOservices Proposal No. 12-18092

Dear Mr. Shipley,

GEOservices, LLC is pleased to provide the Town of Farragut with this Letter of Interest and our Statement of Qualifications (SOQ) for Supplemental Development Oversight and Inspections Services. We understand the requested services will be in connection with construction of the Overlook at Campbell Station Multi-Family Development Project, located at 802 N. Campbell Station Road. We appreciate the opportunity to provide our services to the Town of Farragut, and feel that GEOservices, is more than qualified and appropriately staffed to provide the requested services.

SCOPE OF SERVICES

We have read the Request for Qualifications (RFQ) and evaluated the requested services with our capabilities and experience. We understand that the RFQ is for construction oversight and inspections for:

- Building foundations
- Building framing
- Plumbing and mechanical rough in's
- Fire separation inspections
- Fire and life safety systems, and
- Building, plumbing and mechanical finals.

We also understand that the inspection services firm (The Firm) shall have qualified staff available, as needed to conduct inspections in a timely manner and in accordance with all Town requirements under the supervision and direction of the Community Development Director. The Firm is to act in the public's interest as an agent of the Town with the responsibility and authority to:

- Recommend to the Community Development Director to start and stop site work;
- Work with the site project manager on a daily-basis to coordinate schedules and make sure the Town is represented on-site construction milestones;
- Maintain a consistent and reliable presence at the project site;
- Oversee development of the project site in coordination with the project manager;
- Conduct the building and fire code related inspections as assigned by the Town; and
- File Town reports and inspection results for permanent retention in a format acceptable to the Community Development Director.

INTENT TO OFFER

Based on our review of the RFQ and GEOServices' experience and qualifications, we proposed to provide inspection services for the following:

- Building foundations
- Building framing
- Fire separation inspections.

We are specifically excluding:

- Electrical
- Plumbing and mechanical rough in's
- Fire and life safety systems
- Building, plumbing and mechanical finals.

LEGAL NAME AND COMPANY INFORMATION

GEOServices is a Geotechnical Engineering, Construction Materials Testing, Inspection and Environmental engineering and consulting firm with headquarters in Knoxville Tennessee. Details about our professional services areas and experience can be found at the firm's website – www.geoservicesllc.com.

The legal name and corporate headquarters of the company is registered as:

GEOServices, LLC
2651 Willow Point Way
Knoxville, TN 37931
Federal Tax ID: 20-4030497.

Ros Kingery, P.E., Vice President with GEOServices, is the authorized representative for our firm. His contact information is:

*Ros Kingery, Vice President
GEOServices, LLC
2651 Willow Point Way
Knoxville, TN 37931
rkingery@geoservicesllc.com
O: (865) 539-8242
C: (865) 803-8104.*

PROJECT TEAM AND CONTACT INFORMATION

GEOServices has extensive experience in construction materials inspections and monitoring in support of multi-family projects of the size and construction as the Overlook development. We propose to designate a team of experienced and qualified professional to provide the necessary level of expertise and timely service to meet the Town expectations. The core team for this project will be:

- Mr. Ros Kingery, P.E.
- Mr. Reid Beebe, P.E.
- Mr. Christopher Haynes, P.E.

Each of the three responsible inspectors for this project are licensed engineers in the State of Tennessee. Ros Kingery will serve as the senior inspection engineer and primary GEOServices contact for the project. His contact information is:

*Ros Kingery, P.E., Vice President
GEOServices, LLC
2651 Willow Point Way
Knoxville, TN 37931
Rkingery@geoservicesllc.com
O: (865) 539-8242
C: (865) 803-8104.*

GEOServices sincerely appreciates the opportunity to provide you with this information. If you have any questions, please contact us at your convenience.

Sincerely,
GEOServices, LLC



Dennis R. Williams, P.E.
Senior Engineer



W. Ros Kingery, III, P.E.
Vice President



Statement of Qualifications

For

*Supplemental Development Oversight and Inspection
Services for
The Overlook at Campbell Station Multi-Family
Development*

Client:

The Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934

Consultant:

GEOServices, LLC
2651 Willow Point Way
Knoxville, Tennessee 37931

Knoxville | Lebanon | Kingsport | Cleveland
(865) 539-8241 (O) | (865) 539-8252 (F)
www.GEOServicesllc.com



STATEMENT OF QUALIFICATIONS – GEOServices, LLC

INTRODUCTION

GEOServices has extensive experience in construction materials testing and inspections services. Since its inception in 2005, the company has specialized in providing quality and timely services for a wide range of public and private sector projects. The following sections present an overview of our service areas and our general capabilities. Also provided are GEOServices' specific company qualifications and our key personnel with their unique specializations and experiences that demonstrate our ability to excel in the performance of the services required by your Request for Qualifications. We are positive that our capabilities, commitment to service, and relevant engineering and construction experience will be instrumental in supporting the Town of Farragut on this project.

COMPANY OVERVIEW

GEOServices, LLC is a Geotechnical Engineering, Construction Materials Testing, Inspection, and Environmental engineering and consulting firm with headquarters in Knoxville with full-service branch offices in Nashville, Cleveland and Kingsport, Tennessee. GEOServices personnel have been providing engineering consulting and testing services for over 25 years. Our dedicated team of professionals and technical specialists provide high quality services to both the private and public sectors throughout the southeast. Our staff of over 100 personnel, consists of licensed professional engineers and geologists, specialized environmental and cultural resources scientists, certified and experienced technicians – all backed up by a dedicated staff of administrative and support personnel. GEOServices is a self-certified, small business affiliation under *NAICS Code 541380 (geotechnical testing laboratory)*.

GENERAL STAFF AND CAPABILITIES

Our engineers are licensed in the State of Tennessee as well as 27 other states in the Southeast and Eastern United States. Our engineers provide professional engineering services and consultation during all phases of work, including preliminary and final geotechnical explorations, engineering design and analysis, construction monitoring and testing services and IBC Special Inspections. Our engineers and senior technicians have certifications through ACI, ICC, NICET, CWI and TDOT for concrete, steel, soil and aggregate, asphalt.

INSPECTION SERVICES

IBC special inspection services are key focuses of GEOServices. Our inspection services provide confirmation that design and/or code specifications are being met during construction for the type of inspection being performed. We are accredited and highly experienced in the testing and inspection of soil, reinforcing steel, concrete, masonry, wood framing and fire proofing. All inspections are performed by professional engineers or certified civil engineering technicians (ACI, ICC, NICET, and CWI).

ESTABLISHMENT OF QUALIFICATIONS

STATEMENT OF LEGAL ABILITY

GEOServices is a professional engineering consulting firm licensed in the State of Tennessee. Verification of our legal permission to provide services is included in Attachment 1.

PROFESSIONAL ACCREDITATIONS

GEOServices is an AASHTO accredited engineering firm having demonstrated proficiency for the testing of construction materials and has conformed to the requirements of AASHTO R 18 and the AASHTO Accreditation policies. GEOServices maintains full-service in-house construction materials laboratory capabilities in our Knoxville, Cleveland, Nashville, and Kingsport locations. Our accreditation confirms our laboratory meets or exceeds the requirements outlined by ASTM E329. Further, our Nuclear Quality Assurance Program (NQA-1) (also approved as part of ASTM E329) details our quality procedures for all materials testing including but not limited to those include in ASTM C1077 (concrete and aggregate) and D3740 (soil).

GEOServices is also an accredited commercial laboratory with the U.S. Army Corps of Engineers (USACE), meeting the accreditation requirements for aggregate, bituminous, concrete and soil testing as specified by the USACE Material Testing Center. Copies of our accreditations and accreditation details are included as Attachment 2.

REVLEVANT PROJECT EXPERIENCE

Our multi-family development experience ranges from simple single-story buildings to multiple building complexes with multi-story structures. GEOServices has a proven record of providing quality inspection services in a timely matter. We focus on providing detailed inspections that document compliance in accordance with project plans and specifications. Our designated project team has experience working for both the private sector and for the



governing authorities. We routinely perform inspection services for construction activities that include shallow and deep foundations, reinforced concrete, masonry, structural wood framing, retaining walls, fire proofing, and insulation in structural framing, radon systems, and stormwater systems. A few of our recently completed and on-going projects include:

- **Aventine Northshore Multi-Family Apartment Complex, Knoxville Tennessee** – The project consisted of the development of a major apartment complex within the Northshore Town Center Development along Northshore Drive in Knoxville Tennessee. The development included the construction of nine, two to five-story wood framed apartment buildings, a clubhouse, multiple retaining walls, swimming pool, and its associated parking and driveway areas. Our services included inspections for multiple retaining walls, site grading, foundation excavation evaluations, post-tensioning system, slab on grade, concrete reinforcing steel, structural wood framing, insulation of structural framing, insulation inspections, radon systems, and fire proofing.
- **Wellsley Park Multi-Family Apartment Complex, Knoxville Tennessee** - The project was a \$25 million dollar complex, consisting of over 30, two- and three-story, multi-family apartment units located in west Knoxville. The project was developed in multiply phases. The rough terrain necessitated considerable earth work grading and the design and construction of numerous Mechanically Stabilized Earth (MSE) walls. GEOServices began work on the project during the early period of Phase 1. GEOServices provided Geotechnical Engineering to assess subsurface conditions and provided recommendations for site development and for shallow and deep foundation installation. GEOServices provided Geotechnical Design to design the numerous MSE retaining walls. We provided Construction Material Testing and special inspections to assure construction was adequately perform in accordance with the project plans and specifications.
- **The Standard Apartment Complex, Knoxville Tennessee** – The project consisted of a \$50 million dollar, seven story, concrete framed student apartment complex, located between 17th and 18th streets, near the University of Tennessee campus in Knoxville, Tennessee. GEOServices served as the primary QA/QC engineer for construction which included construction material testing services and IBC special inspections. GEOServices was responsible for drilled shaft inspections, observation of deep excavation shoring, reinforcing inspections, post-tensioning system inspections, structural reinforced concrete inspections, masonry inspection, structural steel inspections, light gauge metal inspections, structural wood framing and fire proofing inspections.
- **The Knox Student Apartment Complex, Clinch Avenue, Knoxville Tennessee** - The Knox student apartment complex, is a \$30 million, six-story apartment complex located just off the University of Tennessee campus in Knoxville Tennessee. GEOServices provided construction material testing and IBC special inspections. GEOServices was responsible observation of deep foundation installation, reinforcing

inspections and concrete inspections in accordance with the project plans and specifications, and applicable codes.

- **Riverwalk at the Bridges Mixed Use Complex, Knoxville Tennessee** - The Riverwalk complex is a \$60 million mixed used development project overlooking the Tennessee River in south Knoxville. GEOServices was retained by the project owner to perform construction materials testing and IBC inspection services. The project is currently ongoing and all structural and fireproofing inspections are being performed by GEOServices. The City of Knoxville specifically excludes these inspections based on building occupancy and height.
- **The University of Tennessee New Strong Hall Science Building, Knoxville Tennessee** - The project consisted of the design and construction of the new building, located on the site of the former Strong Hall at the University of Tennessee. The 268,000-square-foot facility, \$114 million facility includes general purpose classrooms mixed with flexible teaching spaces. GEOServices supported the construction of the project with Geotechnical Engineering, Construction Material Testing and IBC Special Inspections services.

PROFESSIONAL REFERENCES

1. Reference: Mr. Randy Osborne, Vice President
 Company: Flournoy Construction Company
 900 Brookstone Centre Parkway
 Columbus, Georgia 31904
 Email: randy.osborne@flournoyconstruction.com
 Office: 706-464-1670
 Cell: (706) 324-4000

Latest Project: Aventine Northshore Apartment Complex, Knoxville, Tennessee

2. Reference: Mr. Blaine Prine, Senior Project Manager
 Company: Blaine Construction Corporation
 6510 Deane Hill Drive
 Knoxville, Tennessee 37919
 Email: bprine@blaineconstruction.com
 Office: (865) 693-8900
 Cell: (865) 310-1634
 Latest Work: Y-12 National Security Complex, Oak Ridge Tennessee

3. Reference: Bobby Capers, Director of Construction
 Company: Kroger Company
 1014 Vine Street
 Cincinnati, Ohio 45202
 Email: bobby.capers@kroger.com
 Office: (615) 871-2405
 Latest Work: Kroger Emory Road, Cedar Bluff and Brooklawn Village

4. Reference: Bryon Fortner, Director of Engineering
 Company: City of Sevierville
 310 Robert Henderson Road
 Sevierville, TN 37862
 Email: bfortner@sevierville.tn.org
 Office: (865) 429-4567
 Latest Work: City of Sevierville Fire Station

5. Reference: Kenny Wiggins, Director of Electric Services
 Company: City of Alcoa
 City of Alcoa Service Center
 725 Universal Street
 Alcoa, TN 37701
 Email: kwiggins@cityofalcoa-tn.gov
 Office: (865) 380-4800

Latest Work: Alcoa Services Center, Alcoa Landfill Testing



PRINCIPAL PROJECT STAFF MEMBERS

Name/Title: Mr. Ros Kingery, P.E., Vice President

Email: rkingery@geoservicesllc.com

Office: (865) 539-8242

Cell: (865)803-8104

Project Role: Senior Project Manager responsible for overall project performance, quality, and compliance with applicable codes and contract documents.

Licenses: Licensed Engineer State of Tennessee (Resume, Licenses and Certificates included in Attachment 3).

Recent Projects:

- Aventine Northshore Apartments Knoxville, Tennessee
Project was performed for Flournoy Construction/Randy Osbourne
Mr. Kingery was responsible for all foundation inspections, structural wood framing inspections and fire proofing inspections.
- Courtyard Marriott Residence Inn State Street Knoxville, Tennessee
Project was performed for Paramount Knoxville, LLC/Rick Blackburn
Mr. Kingery was responsible for technical oversight for all special inspections.
- Clinch Avenue Student Housing/The Knox Knoxville, Tennessee
Project was performed for Pine Crest Development Partners/Cliff Williamson
Mr. Kingery was responsible for all IBC special inspections from foundation installation to fireproofing inspections.

Name/Title: Mr. Reid Beebe, P.E., Project Manager

Email: rbeebe@geoservicesllc.com

Office: (865) 539-8242

Cell: (865) 308-6884

Project Role: Project Manager responsible for daily activities, cost accounting and inspection performance. Primary project contact. Performs inspections and provides senior review and approval of inspections performed by others.

Licen/Certs: Licensed Engineer State of Tennessee, ACI Concrete Construction Special Inspector (Resume, Licenses and Certificates included in Attachment 3).

Recent Projects:

- Aventine Northshore Knoxville Tennessee. Project consisted of the construction of nine (9) two to five-story apartment buildings with roads, utilities, clubhouse and pool. Project was performed for Flournoy Construction Company/Randy Osborne. GEOServices was responsible for geotechnical engineering, construction materials testing services and independent third party inspections. Mr. Beebe was responsible for oversight of construction materials testing during construction and performance of independent third-party inspections including: foundation bearing conditions, reinforced steel inspections in foundations and retaining walls, observation of post-tensioning of concrete slabs, wood framing inspections, fireproofing inspections, radon mitigation system inspections.
- Y-12 Uranium Processing Facility Select Mass Fill, Oak Ridge Tennessee.
Project consisted of the construction of the concrete subgrade for the new UPF



facility. Project was performed for Blaine Construction Corporation/Blaine Prine. GEOServices was responsible for managing and performing the independent third party special inspections. Mr. Beebe was the special inspector responsible for all independent third-party inspections. The program consisted of inspecting site preparation prior to each concrete placement, inspection of each concrete placement and post-placement inspections to verify the quality of the concrete with respect to project specifications and applicable codes.

Name/Title: Mr. Christopher Haynes, P.E., Project Manager/Project Engineer
 Email: chaynes@geoservicesllc.com
 Office: (865) 539-8242
 Cell: (865) 803-9395
 Project Role: Project Engineer and Assistant Project Manager responsible for daily inspection performance. Secondary project contact. Performs inspections and provides review of inspections performed by others.
 Licen/Certs: Licensed Engineer State of Tennessee, ACI Concrete Construction Special Inspector, ICC Reinforced Concrete Special Inspector, Tennessee Erosion Prevention & Sediment Control Level 1, Post-Tensioning Institute Level 2 PT Inspector (Resume, Licenses and Certificates in Attachment 3).

Recent Projects:

- Riverwalk Mixed Use Development Knoxville, Tennessee
 Project was performed for Southeastern Development/Vic Mills
 Mr. Haynes was responsible for all IBC Special Inspections. Mr. Haynes also coordinates inspections with the City of Knoxville.
- Riverfront Station Apartments Knoxville, Tennessee
 Project was performed for University Housing/Wes Bradley
 Mr. Haynes was responsible for all IBC Special Inspections. Mr. Haynes also coordinates inspections with the City of Knoxville.
- The Crozier Knoxville, Tennessee
 Project was performed for Dover Development/Rick Dover
 Mr. Haynes was responsible for all IBC Special Inspections. Mr. Haynes also coordinates inspections with the City of Knoxville.



Opinion of Probable Cost (OPC)
The Overlook at Campbell Station
Farragut, Tennessee
GEOServices Proposal No. 12-17437

FIELD SERVICES - 11 Buildings	QUANTITY	RATE	TOTAL
Structural Framing Observations, Assume 11 site visits (2 visits/building), 4 hours/visit.			
Staff Professional:	88 hours	\$95.00 /hour	\$8,360.00
Registered Engineer:	10 hours	\$120.00 /hour	\$1,200.00
Secretarial Services:	5 hours	\$40.00 /hour	\$200.00
Truck Charge (per round trip):	22 trips	\$15.00 /trip	\$330.00
Insulation Observations - Assume 11 site visits (1 visits/building), 4 hours/visit.			
Staff Professional:	44 hours	\$95.00 /hour	\$4,180.00
Registered Engineer:	5 hours	\$120.00 /hour	\$600.00
Secretarial Services:	5 hours	\$40.00 /hour	\$200.00
Truck Charge (per round trip):	11 trips	\$15.00 /trip	\$165.00
Firestop Observations - Assume 22 site visits (2 visits/building), 4 hours/visit.			
Staff Professional:	176 hours	\$95.00 /hour	\$16,720.00
Registered Engineer:	10 hours	\$120.00 /hour	\$1,200.00
Secretarial Services:	5 hours	\$40.00 /hour	\$200.00
Truck Charge (per round trip):	22 trips	\$15.00 /trip	\$330.00
Mechanical Observations - Assume 55 site visits (5 visits/building), 4 hours/visit.			
Staff Professional:	0 hours	\$95.00 /hour	\$0.00
Registered Engineer:	0 hours	\$120.00 /hour	\$0.00
Secretarial Services:	0 hours	\$40.00 /hour	\$0.00
Truck Charge (per round trip):	0 trips	\$15.00 /trip	\$0.00
Plumbing Observations - Assume 55 site visits (5 visits/building), 4 hours/visit.			
Staff Professional:	0 hours	\$95.00 /hour	\$0.00
Registered Engineer:	0 hours	\$120.00 /hour	\$0.00
Secretarial Services:	0 hours	\$40.00 /hour	\$0.00
Truck Charge (per round trip):	0 trips	\$15.00 /trip	\$0.00
Opinion of Cost			\$33,685.00

Notes: 1. Should our assumptions and/or quantities differ from the anticipated schedule, please notify our office so that we can modify our Opinion of Cost. The requested services will be charged at the hourly rates shown above.

AGENDA NUMBER

V1. B.

MEETING DATE July 26, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Proposal for Engineering Services for Improvements at Campbell Station Road at Snyder Road.

INTRODUCTION: The purpose of this item is the approval of a proposal for design of an extended southbound lane on Campbell Station Road just south of the Snyder Road intersection (see attached aerial photo).

BACKGROUND: In 2009, the Town extended an additional southbound lane from the I-40 westbound on-ramp to the north on Campbell Station Road. The purpose of that project was to improve efficiency of the intersection of Campbell Station and the westbound off-ramp. In 2012, Knox County completed the construction of Snyder Road, relocating the eastern Snyder Road approach to its current location (see aerial photo). This route has become increasingly popular, and the westbound left turn from Snyder Road onto southbound Campbell Station Road is particularly heavy during peak hours, with a long queue sometimes requiring several signal cycles to clear. Staff is proposing a project to extend the western southbound lane on Campbell Station to the new Snyder Road intersection and modify the westbound "thru/right turn" lane on Snyder to a "left/thru/right turn." The thru and right turn movements are relatively small, and these modifications should allow the left turn movement from Snyder to be accomplished much easier than the current situation.

The attached proposal for engineering design services from Cannon & Cannon, Inc. includes a lump sum fee of \$40,000, with completion by December 15, 2018. This is partially based upon an assumption that no right of way will be required.

FINANCIAL SECTION:

Project: Campbell Station/Snyder Road intersection improvements

Project Budget**(PE and ROW)****Requested Amount****Contracted Amount****Remaining Amount**

\$305,000

\$40,000

\$0

\$265,000

Approved By: **RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.**PROPOSED MOTION:** Approval of proposal from Cannon & Cannon, Inc. for design services for \$40,000.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

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

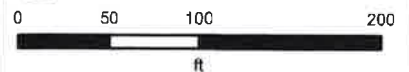


Campbell Station Road at Snyder Road

Knoxville - Knox County - KUB Geographic Information System



Printed: 7/18/2018 at 4:56:32 PM



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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: Widening Southbound Campbell Station Road

Location: Between I-40 Westbound Ramps and Snyder Road

Description of Project: Widening, Pavement Marking and Signal Modification

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 \$40,000, 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 December 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 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 T. Beebe

Title: Director Transportation & Public Works

Date: July 16, 2018

Scope of Services

Attachment A

Date: July 16, 2018
Description: Proposal to Provide Professional Survey and Engineering Design Services for Campbell Station Road at Snyder Road, Widening Southbound Campbell Station Road, Town of Farragut
County: Knox County
Consultant: Cannon & Cannon, Inc., - Knoxville, TN
Consultant Contact: Paul Beebe, P.E.

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this budget agreement for the referenced project. The proposed scope of services, budget and schedule arrangements are discussed in the following paragraphs.

It is our understanding that the Town of Farragut desires to implement improvements at the referenced location by constructing a southbound lane on Campbell Station Road between I-40 ramps and Snyder Road. Pavement markings and signal ahead modifications are expected for Snyder Road. The activities required to complete these plans have been reviewed and structured into two major tasks. These tasks are listed below along with a brief description of the activities involved in each task.

• **Task 1: Field Topographic and Right-of-Way Survey** **\$6,000.00**

Includes all required field survey work to fully establish existing topographic conditions and additional survey activity, and property research to fully locate the existing Right-of-Way.

• **Task 2: Preparation of Construction Plans and Cost Estimate** **\$34,000.00**

Includes preparation of final Design and Construction Plans suitable for use by a contractor in constructing the proposed additional lane and signal modification improvements, Final construction plans will be format to The Tennessee Department of Transportation (TDOT) standards and a detailed construction cost estimate will also be prepared. CCI will also attend all meetings required by Town of Farragut.

The final construction plans will consist of the following sheets"

1. Title Sheet
2. Standard Drawing Sheet
3. Typical Section, Quantities
4. General Notes and Scope of Work Sheet
5. Present Layout Sheet
6. Proposed Layout and profile Sheet
7. Signal Layout Sheet
8. Erosion Control Sheets

Scope of Services

RE: Campbell Station Road at Snyder Road

Town of Farragut

Page 2 of 2

9. Traffic Control Plan

10. Cross-section Sheets

CCI will also assist the Town of Farragut as required in Bidding Administration.

The proposed budget for the services described above is \$40,000.00, which is offered in the Not-to-Exceed design budget. CCI will bill on a monthly basis at its standard hourly rate for actual hours expended only. In the unforeseen event the scope of services changes, requiring an amended budget, a revised proposal will be submitted for review and approval prior to proceeding

SCHEDULE OF CHARGES – HOURLY RATE BASIS

PROJECT MANAGEMENT & DESIGN

Senior Project Manager.....	\$190.00 per hour
Project Manager.....	\$160.00 per hour
Senior Project Engineer.....	\$140.00 per hour
Project Engineer.....	\$130.00 per hour
Senior Engineering Designer.....	\$115.00 per hour
Engineering Designer.....	\$95.00 per hour
Project Technician II.....	\$85.00 per hour
Project Technician I	\$65.00 per hour

FIELD SURVEYING

Senior Project Manager.....	\$190.00 per hour
Project RLS.....	\$130.00 per hour
Senior Survey Technician.....	\$110.00 per hour
Field Crew.....	\$160.00 per hour
Survey Technician.....	\$85.00 per hour

CONSTRUCTION PHASE SERVICES & ASSESSMENTS

Senior Project Manager.....	\$190.00 per hour
Project Manager	\$160.00 per hour
Senior Project Engineer.....	\$140.00 per hour
Project Engineer.....	\$130.00 per hour
Senior Resident Project Representative	\$120.00 per hour
Resident Project Representative.....	\$75.00 to \$95.00 per hour
Project Technician II.....	\$85.00 per hour
Project Technician I	\$65.00 per hour

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

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.

Effective: January 2018