



**FARRAGUT BOARD OF MAYOR AND ALDERMEN  
AGENDA**

**August 9, 2018**

**WORKSHOP**

**5:30 PM**

**Americans with Disabilities Act Self-Assessment  
Smith Road Greenway Update  
Campbell Station Wall 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. July 26, 2018
- VI. Business Items**
  - A. Approval of purchase of one (1) new 2019 2WD Pickup Truck through the standard bidding process
  - B. Approval of purchase of one (1) new 2019 John Deere 4066M Compact Utility Tractor through Sourcewell national bidding process
  - C. Approval of Supplement Request from Kimley-Horn and Associates, Inc. for Additional Services Required for Union Road Project.
  - D. Consideration of proposal to repair the Everett Road greenway
  - E. Approval of Dates for the November and December BMA meetings
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**

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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.

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

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

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  
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. July 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**

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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**

Mayor Pinchok announced that members of the board and Knox County officials met at the new community center for a press conference.

### **Approval of Minutes**

Motion was made to approve the minutes of July 12, 2018 as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

### **Business Items**

#### **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**

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

#### **Approval of Proposal for Engineering Services for Improvements at Campbell Station Road at Snyder Road**

Motion was made to approve the proposal from Cannon & Cannon for design services in the amount of \$40,000. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor Pinchok, Aldermen Markli, Povlin and Williams; no nays; motion passed.

### **Town Attorney's Report**

The board recessed at 7:25 PM for an executive session.

The board reconvened at 7:55 PM.

Meeting adjourned at 8:30PM.

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Ron Pinchok, Mayor

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Allison Myers, Town Recorder

AGENDA NUMBER: V1.A.

MEETING DATE: August 9, 2018

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

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

**SUBJECT:** Approval of Bid for one (1) new 2019 2-Wheel Drive Pick-up Truck

**INTRODUCTION:** The purpose of this agenda item is to approve the purchase of one (1) new 2019 2-Wheel Drive Pick-up Trucks.

**BACKGROUND:** The 2019 2WD pick-up truck will replace a 2003 Ford Ranger. Maintenance of the Ford Ranger is increasing with some electrical issues as well.

**DISCUSSION:** Attached are three bids which were received on July 31, 2018. The vehicle bid was presented in two parts. The first was for a 2019 model truck, the alternate bid was for a new model truck that met our bid specifications and that is currently on the dealer's lot. Staff recommends award of the contract to the lowest bidder for the 2019 model truck. The low bidder is Rice Buick GMC for the total amount of \$22,740.00 for one (1) 2019 GMC Canyon Pick-Up Truck.

**FINANCIAL SECTION: 314-43949-949**

| <u>Total Budget</u>                                                                              | <u>Requested Amount</u> | <u>Remaining Amount</u> |
|--------------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| \$62,000                                                                                         | \$22,740                | \$39,260                |
| Approved By:  |                         |                         |

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

**PROPOSED MOTION:** Approval of bids for the purchase of one (1) 2019 GMC Canyon Pick-up Truck to Rice GMC in the amount of \$22,740.00.

**BOARD ACTION:**

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

| <u>VOTE / TOTAL</u> | <u>MARKLI</u> | <u>PINCHOK</u> | <u>POVLIN</u> | <u>WILLIAMS</u> | <u>N/A</u> |
|---------------------|---------------|----------------|---------------|-----------------|------------|
| YES                 | _____         | _____          | _____         | _____           | _____      |
| NO                  | _____         | _____          | _____         | _____           | _____      |
| ABSTAIN             | _____         | _____          | _____         | _____           | _____      |

## BID TABULATIONS FOR 2019 2-WHEEL DRIVE PICK-UP TRUCK

| BIDDER                                                         | BID QUANTITY, YEAR, MAKE AND MODEL                                                                | BID PRICE   |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------|
| <b>Vendor:</b><br>Beaty Chevrolet Co.                          | <b><u>Bid #1</u></b><br>1      2019 Chevrolet Colorado<br>(Two-week delivery)                     | \$25,955.00 |
| <b>Location:</b><br>9615 Parkside Drive<br>Knoxville, TN 37922 | <b><u>Bid #2</u></b><br>1      2018 Chevrolet Colorado<br>(In-Stock)                              | \$23,700.00 |
| <b>Vendor:</b><br>Rice Buick GMC                               | <b><u>Bid #1</u></b><br>1      2019 GMC Canyon<br>(8 weeks ARO)                                   | \$22,740.00 |
| <b>Location:</b><br>8330 Kingston Pike<br>Knoxville, TN 37919  | <b><u>Bid #2</u></b><br>1      2018 GMC Canyon<br>(In-Stock)                                      | \$23,157.00 |
| <b>Vendor:</b><br>West Chevrolet                               | <b><u>Bid #1</u></b><br>1      2019 Chevrolet Silverado 1500 Model CC10753<br>(Mid December 2018) | \$23,202.00 |
| <b>Location:</b><br>3450 Airport Hwy<br>Alcoa, TN 37701        | <b><u>Bid #2</u></b><br>1      2018 Chevrolet Silverado 1500 Model CC15753<br>(In-Stock)          | \$23,178.00 |
|                                                                |                                                                                                   |             |

AGENDA NUMBER: VI. B. MEETING DATE: August 9, 2018

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

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

**SUBJECT:** Approval of Bid for a new 2019 John Deere 4066M Compact Utility Tractor

**INTRODUCTION:** The purpose of this agenda item is to approve the purchase of one a 2019 John Deere 4066M Compact Utility Tractor.

**BACKGROUND:** The 2019 tractor will replace a 2003 Kubota Tractor that is due for replacement this year. Due to the age and future maintenance costs, we feel this is the best time to replace the old tractor.

**DISCUSSION:** The Town is purchasing this piece of equipment through Sourcewell. This is a national bid instead of a state bid process. It provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. The basic tractor is pre-bid and the added options are priced with a discount per the agreement with Sourcewell. Staff recommends award of the bid through Sourcewell for a 2019 John Deere 4066M Compact Utility Tractor from Farragut Lawn & Tractor for the total price of \$34,409.66.

**FINANCIAL SECTION:314-43949-949**

| <u>Total Budget</u>                                                                              | <u>Requested Amount</u> | <u>Expenditures to Date</u> | <u>Remaining Amount</u> |
|--------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|-------------------------|
| \$62,000                                                                                         | \$34,409.66             | \$22,740                    | \$4,850.34              |
| Approved By:  |                         |                             |                         |

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

**PROPOSED MOTION:** Approval of bid for the purchase of a 2019 John Deere 4066M Compact Utility Tractor to **Farragut Lawn & Tractor in the amount of \$34,409.66**

**BOARD ACTION:**

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

| <u>VOTE/TOTAL</u> | <u>MARKLI</u> | <u>PINCHOK</u> | <u>POVLIN</u> | <u>WILLIAMS</u> | <u>N/A</u> |
|-------------------|---------------|----------------|---------------|-----------------|------------|
| YES               | _____         | _____          | _____         | _____           | _____      |
| NO                | _____         | _____          | _____         | _____           | _____      |
| ABSTAIN           | _____         | _____          | _____         | _____           | _____      |



AGENDA NUMBER

V1.C.

MEETING DATE

August 9, 2018

**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Request for Supplement from Kimley-Horn and Associates for Additional Services Required for Union Road Project

**INTRODUCTION:** The purpose of this item is the approval of a supplement request from Kimley-Horn and Associates, Inc. for additional engineering services required to complete plans for improvements to Union Road, from Hobbs Road to Everett Road.

**BACKGROUND:** The Board of Mayor and Aldermen approved an agreement with Kimley-Horn in 2017 to develop plans for development of improvements to Union Road, from Hobbs Road to Everett Road. At that time, the Town intended the improvements to include two 12' travel lanes with curb & gutter and a 12' multi-use path on the northern side of the roadway. Further discussions with the public and Town officials indicated a need to include elements that might slow motorists along the new roadway to make this portion of Union Road more "pedestrian friendly." With that in mind, we asked Kimley-Horn to include roundabouts at Saddle Ridge Drive, Brochardt Boulevard and the entrance to the new developments at the Ivey and Swan properties. As roundabouts require a significant amount of right of way (as well as alignment revisions to accommodate roadway approaches), additional work is required to reflect such a revision in the roadway plans and technical studies. Kimley-Horn requests additional fee of \$15,500, which includes \$8600.00 for survey, \$3126.59 for additional archaeological and architectural survey, and \$2200.00 for additional ecological assessment.

With approval of this request, Kimley-Horn's total fees for this project are not to exceed \$488,685.

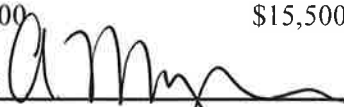
**FINANCIAL SECTION:****Project: Union Road Improvements****Project Budget (PE &****ROW)****Requested Amount****Contracted Amount****Remaining Amount**

\$975,000

\$15,500

\$473,185

\$486,315

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

**PROPOSED MOTION:** Approval of the attached supplement request from Kimley-Horn and Associates, Inc. for additional engineering services for the Union Road project.

**BOARD ACTION:****MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_**VOTE/TOTAL****WILLIAMS****POVLIN****MARKLI****PINCHOK****YES****NO****ABSTAIN**

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**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN  
AND ASSOCIATES, INC.**

This is Amendment number 01 dated June 29, 2018 to the agreement between Town of Farragut ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated February 23, 2017 ("the Agreement") concerning Union Road Improvements (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

**Task 2.2 – Field Survey**

The topographic survey will be expanded approximately three acres to incorporate the existing topography and above ground features potentially impacted by the addition of three roundabouts along the Union Road corridor.

**Task 4.1 – Technical Studies**

- The Archaeological Study will be updated to incorporate the addition of three roundabouts along the Union Road corridor. The addition of the roundabouts expands the originally scoped study limits of this project. Approximately 25 shovel tests are needed to cover the additional areas. An additional site visit will be performed as well as revisions to the Archaeological Survey report.
- The Architectural Survey will require no additional field work. The Architectural Survey report will be revised to incorporate the additional study area.
- The Ecology Report will be updated to incorporate the additional study area required from the addition of the three roundabouts along the Union Road corridor. The additional study area will be evaluated for jurisdictional waters and a protected species assessment.

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Additional services to be completed in a mutually agreed upon schedule.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Task 2.2 - \$9,500

Task 4.1 - \$6,000

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Total Fee - \$15,500

CLIENT:

TOWN OF FARRAGUT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  \_\_\_\_\_

Title: Associate \_\_\_\_\_

Date: 06/29/18 \_\_\_\_\_



May 25, 2018

Mr. Lee Schumann  
Kimley-Horn  
214 Oceanside Drive  
Nashville, Tennessee 37204

RE: Union Road  
Additional Field Survey  
Farragut, Tennessee

Dear Lee:

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to provide this proposal for Additional Field Surveying Services. Based upon our site visit and information provided by your firm, we offer the following for your review and consideration:

CCI is prepared to perform additional topographic surveys associated with your roundabout designs. We're estimating approximately 4 days of field effort will be necessary to obtain the requested data and suggest a budget of \$8,600 be established.

With respect to the residential driveway surveys, we can gather the additional data within the 2 day timeframe we allocated in our contract.

Weather providing and based upon current backlog, we are available to begin the surveys within the next 2 weeks with product delivery by the end of June.

Once again, we appreciate the opportunity to propose. If you have any questions or comments, please do not hesitate to call or email me.

Respectfully,

Robert G. Lusby, Jr., R.L.S.  
Vice-President, Field Surveying

TEL **865.670.8555**  
CANNON-CANNON.COM

KNOXVILLE 8550 Kingston Pike  
Knoxville, TN 37919  
MEMPHIS  
BOWLING GREEN FAX 865.670.8866



June 11, 2018  
Union Road/North Hobbs Road Improvements Project  
Kimley-Horn, Nashville, Tennessee for Town of Farragut  
Farragut, Knox County, Tennessee  
Cultural Resources Survey - Addendum

#### ASSUMPTIONS

- Per Kimley-Horn, this is a TDOT Local Programs project, which triggers NEPA and Section 106 compliance
- The project will reconstruct two-lane roadways and add accommodations for pedestrians and bicycles
- The proposed cross-section is two 12' lanes with turn lanes as needed at major intersections, bicycle lanes, gutter, and pedestrian sidewalks and/or greenways
- The project termini are Union Road from N. Hobbs Road to Everett Road (approx. 4,500') and N. Hobbs Road to Kingston Pike (SR-1/U.S. 70) to Union Road (approx. 750')
- The project right-of-way length is approximately 1 mile
- The project will require additional right-of-way

#### Archaeological Survey

- Project area has been expanded to 20 acres to incorporate roundabouts and intersections.
- Approximately 25 additional shovel tests will be necessary to cover additional survey areas.
- Travel time = 4 hrs
- Fieldwork will require one person/day
- No additional background research is necessary.
- Assume no sites will be discovered.
- Report - 2 hrs for intro and methods, 4 hours for results, and 2 hours for conclusions = 8 hrs
- Graphics - 1 location map (2 hrs), 4 photos (2 hrs) = 6 hrs

#### Architectural Survey

- Draft report revisions = 4 hours
- Graphics revisions = 4 hours

#### PROJECT COSTS

| 1) LABOR               | Hours | Rate    | Subtotal |
|------------------------|-------|---------|----------|
| PROJECT MANAGEMENT     |       |         |          |
| Principal Investigator | 2     | \$31.50 | \$63.00  |
| Senior Historian       | 2     | \$33.20 | \$66.40  |
| FIELDWORK              |       |         |          |
| Archaeologist          | 12    | \$23.00 | \$276.00 |

REPORT WRITING: Archaeology

|                     |   |         |          |
|---------------------|---|---------|----------|
| Archaeologist       | 8 | \$23.00 | \$184.00 |
| GIS Specialist      | 2 | \$30.50 | \$61.00  |
| Graphics Specialist | 6 | \$23.15 | \$138.90 |
| Editor              | 2 | \$31.20 | \$62.40  |

REPORT WRITING: Architecture

|                     |   |         |          |
|---------------------|---|---------|----------|
| Senior Historian    | 4 | \$33.20 | \$132.80 |
| GIS Specialist      | 2 | \$30.50 | \$61.00  |
| Graphics Specialist | 4 | \$23.15 | \$92.60  |
| Editor              | 2 | \$31.20 | \$62.40  |

|                   |  |  |            |
|-------------------|--|--|------------|
| TOTAL LABOR       |  |  | \$1,200.50 |
| OVERHEAD (99.94%) |  |  | \$1,193.30 |
| FEE (12%)         |  |  | \$338.54   |

|                                |  |  |            |
|--------------------------------|--|--|------------|
| TOTAL LABOR, OVERHEAD, AND FEE |  |  | \$2,732.34 |
|--------------------------------|--|--|------------|

**2) DIRECT EXPENSES**

|                       |             |         |          |
|-----------------------|-------------|---------|----------|
| Mileage - Archaeology | 350 miles @ | \$0.535 | \$187.25 |
| Housing               | 1 nights @  | \$85.00 | \$85.00  |
| Full Per Diem         | 1 days @    | \$36.00 | \$36.00  |
| Travel Per Diem       | 1 days @    | \$27.00 | \$36.00  |
| Printing & Mailing    | 10 copies @ | \$5.00  | \$50.00  |
|                       |             |         | \$394.25 |

|                         |  |  |                   |
|-------------------------|--|--|-------------------|
| <b>3) PROJECT TOTAL</b> |  |  | <b>\$3,126.59</b> |
|-------------------------|--|--|-------------------|



June 18, 2018

Kimley-Horn  
214 Oceanside Drive  
Nashville, Tennessee 37204

Attention: Mr. Lee Schumann, P.E.

Reference: **Change Order for Additional Environmental Services  
Union Road Widening Project**  
Farragut, Tennessee  
S&ME Proposal No. 41-1700077C1

Dear Lee,

S&ME, Inc. (S&ME) appreciates the opportunity to submit this change order to perform additional environmental services for the above-referenced project. This change order includes a description of our understanding of the additional scope, proposed services, and associated compensation. S&ME understands that this work will be performed as a contract amendment to the *Standard Agreement for Professional Services Between Kimley-Horn and Associates and a Subconsultant* signed by S&ME on August 17, 2017.

## ♦ Background and Additional Scope of Services

S&ME understands that Kimley-Horn is assisting the Town of Farragut with a road widening project at Union Road in Farragut, Knox County, Tennessee. The project extends along Union Road from Everett Road to North Hobbs Road and along North Hobbs Road from Union Road to Kingston Pike. The project is approximately a mile long. Based on Ms. Liz Porter's (S&ME) and Mr. Dan Boles (S&ME) discussions with you earlier this year, you previously requested S&ME assist with the jurisdictional waters delineation, protected species assessment, hazardous materials evaluation and geotechnical exploration services. S&ME has completed the scope of services proposed under S&ME Proposal No. 41-1700077R1, dated February 10, 2017.

On June 1, 2018, Meridith Krebs of Kimley-Horn notified Liz Porter of S&ME that the project has been expanded, and the following revised project description was provided:

*"The proposed project would consist of roadway improvements beginning on N. Hobbs Road from Kingston Pike (State Route 1) to Union Road continuing on Union Road from N. Hobbs Road east to Everett Road where the project would end. The total project length would be approximately one mile. The proposed project would reconstruct the existing facility to include a two-lane roadway consisting of two (2) 12-foot travel lanes, curb and gutter, and a 12-foot multi-use path along the north side of Union Road from N. Hobbs Road to Everett Road. The proposed roadway improvements would be constructed within 150- to 220-feet of right-of-way along N. Hobbs Road from Kingston Pike to Union Road and along Union Road from N. Hobbs Road to Everett Road. This variance in right-of-way is due to the roundabouts proposed at Saddle Ridge Drive, at the Ivey/Swan properties located approximately 1,800 feet west of Everett Road, and at Brochardt Boulevard. Other improvements include the addition of curb and gutter to N. Hobbs Road from Kingston Pike to Union Road as well as 250-feet of 12-foot multi-use path along the east side of N.*



Change Order for Additional Environmental Services  
Union Road Widening Project  
Knoxville, Tennessee  
S&ME Proposal No. 41-1700077C1

*Hobbs Road. The proposed project would also grade for an eight-foot walking path to be constructed on the south side of Union Road in the future."*

Three roundabouts have been added, as shown on the attached figure provided by Kimley-Horn. As a result, Kimley-Horn has requested that S&ME evaluate the additional area for jurisdictional waters and a protected species assessment. S&ME will provide these additional services, using the methods detailed in Tasks 1.1, 1.2 and 1.3 from S&ME Proposal No. 41-1700077R1, for a lump sum fee of \$2,200.

All other terms and conditions from the original proposal are applicable for this additional scope of services.

### • Authorization

S&ME understands that this work will be performed as a contract amendment to the *Standard Agreement for Professional Services Between Kimley-Horn and Associates and a Subconsultant* signed by S&ME on August 17, 2017. Please provide a copy of the contract amendment for our review and signature.

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding our proposed additional scope of services, or if we may be of any further assistance, please call.

Sincerely,

**S&ME, Inc.**

A handwritten signature in black ink, appearing to read 'Josh Rowe'.

Josh Rowe  
Project Scientist

A handwritten signature in blue ink, appearing to read 'Elizabeth M. Porter'.

Elizabeth M. Porter, PG, PMP  
Vice President

Attachments: Figure 1 – Project Revision Provided by Kimley-Horn June 1, 2018

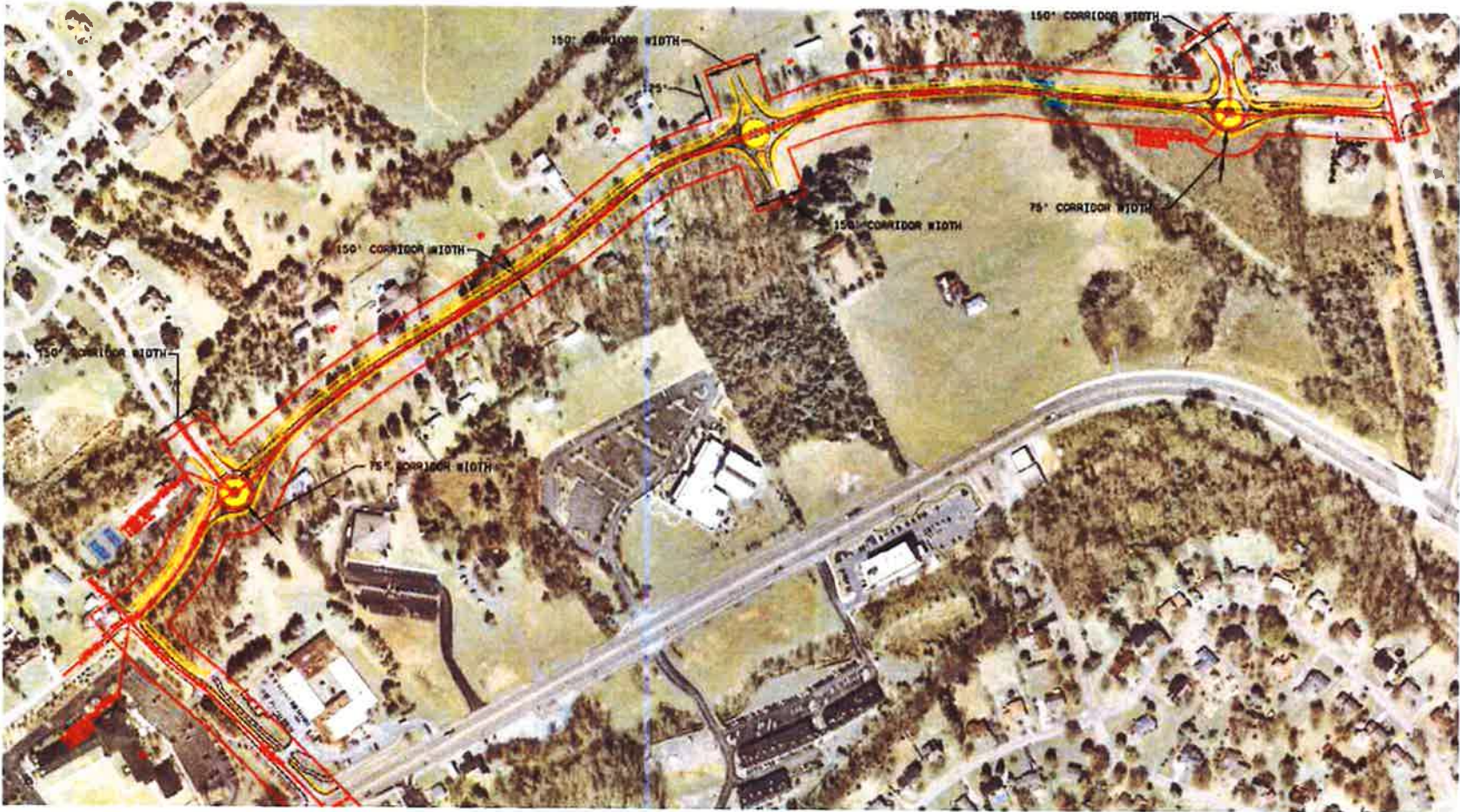


Figure 1: Revised Corridor Provided by Kimley-Horn June 1, 2018

AGENDA NUMBER V.I.D.

MEETING DATE August 9, 2018

## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

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

**SUBJECT:** Consideration of proposal to repair the Everett Road Greenway

**INTRODUCTION:** Alderman Markli requested this item be placed on the agenda for discussion.

**BACKGROUND:** The Town of Farragut has a current agreement approved on January 11, 2018 by the Board of Mayor and Aldermen with McKinnon Construction to repair the greenway trails that were part of the Everett Road improvement project that was substantially completed in December 2016 (Exhibit A).

**DISCUSSION:** The trail repairs were to be completed by McKinnon Construction on or before April 20, 2018. The deadline for those repairs was not met and on July 3, 2018 Town Attorney Tom Hale sent a letter to McKinnon Construction asking they complete the repairs by July 24, 2018 (Exhibit B). McKinnon Construction did mobilize to start repairs on July 18, 2018, but only repaired the east portion of the trail and refused to complete the western portion of the repairs as they proposed in their letter dated December 11, 2017. Mr. McKinnon sent an email on July 19, 2018 explaining his decision not to complete the work (Exhibit C). Mr. Hale again sent McKinnon Construction a letter on July 31, 2018 (Exhibit D) asking them to complete the project as they had proposed and agreed to by August 14, 2018. The Town has hired GEOServices, a geotechnical engineering firm, that provided a report attached to Exhibit D that outlines the scope of the original work could be reduced based on their observations of the current conditions on site.

As of this report, the Town has not received a formal alternative cost proposal from McKinnon Construction regarding finishing the repairs to the greenway trails on Everett Road.

**PROPOSED MOTION:**

**BOARD ACTION:**

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

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

AGENDA NUMBER VI.C.MEETING DATE January 11, 2018**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Agreement with McKinnon Construction Co., LLC for Repairs to Everett Road Greenway**INTRODUCTION:** The purpose of this item is the approval of an agreement with McKinnon Construction, Co., LLC for repairs to greenways on Everett Road.

**BACKGROUND:** The Everett Road Improvements Project (Contract 2015-14) was substantially completed in December 2016 by McKinnon Construction. That project included greenways adjacent to Everett Road (from Union Road to Split Rail Farm on the western side, and Smith Road to Split Rail Farm on the eastern side). In the late spring of 2017, Public Works staff noticed rutting of certain portions of the new greenways after regular mowing of the grass with our Right of Way tractor. Upon inspection, Engineering staff determined that in some locations, rutting was severe enough (up to about 3" depth) to justify closing the greenways to the public. The Town contracted with GeoServices, LLC (a local geotechnical engineering firm) to determine the cause of the problem and to recommend a method of repair. GeoServices's subsequent report (along with our own inspection reports, compaction tests and project diary) indicates the probability of several factors contributing to the greenways' distress. Staff has worked with the contractor on an agreement to share in the costs of the repairs of the greenway. Repairs will include removal and replacement of asphalt, base stone and underlying soft subgrade soils (approximately 850 linear feet), as well as an asphalt overlay of approximately 700 linear feet of additional greenway.

The attached agreement from McKinnon Construction indicates that McKinnon Construction will provide all labor and equipment for the repair (estimated cost of \$31,360) if the Town provides materials and delivery (estimated cost of \$29,250).

**FINANCIAL SECTION:****Project:** Greenway Connector Reserves**Greenway Connector****Balance****Requested Amount****Remaining Amount**

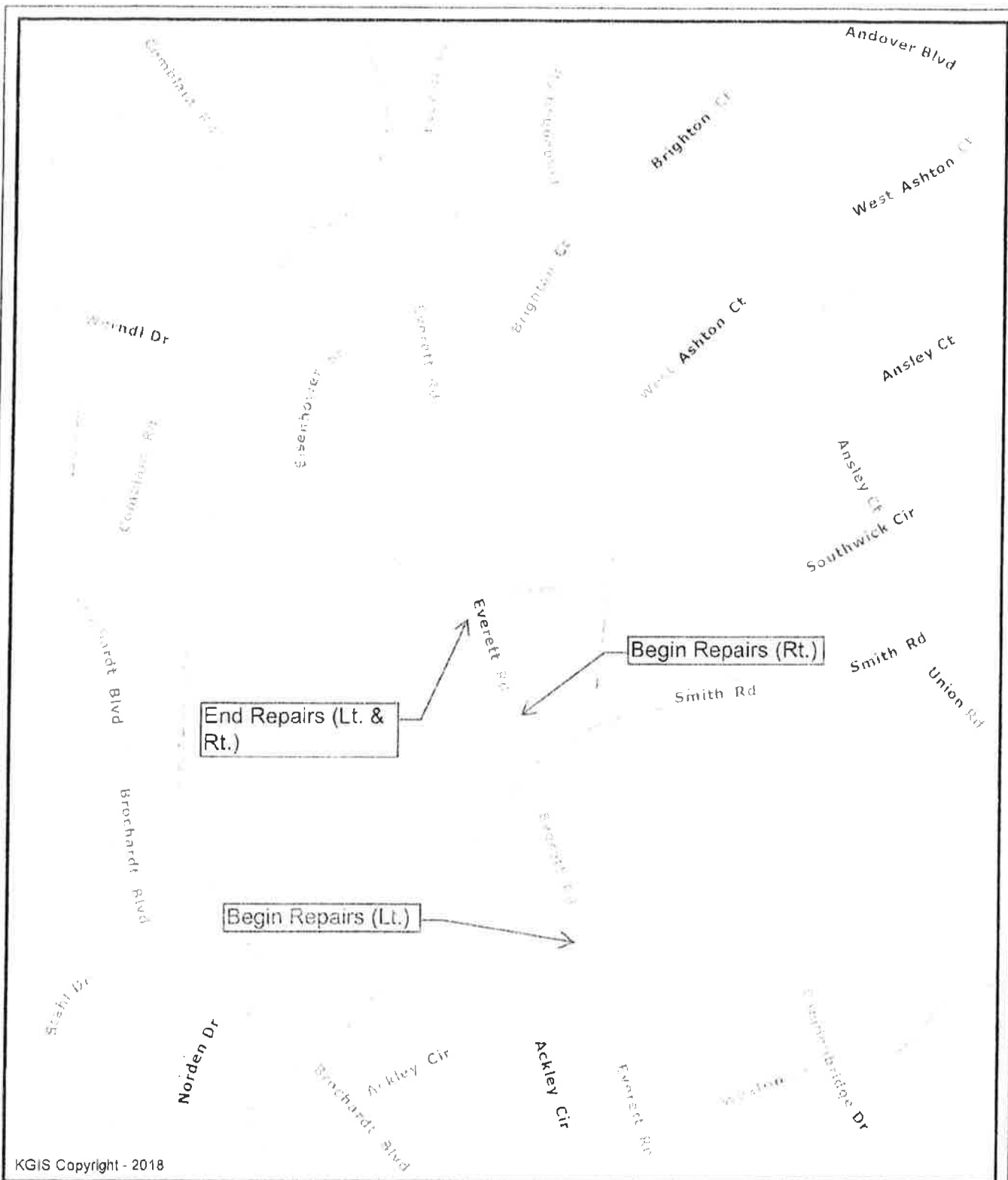
\$578,890

\$29,250

\$549,640

Approved By: **RECOMMENDATION BY:** Darryl Smith, Town Engineer, for approval.**PROPOSED MOTION:** Approval of agreement with McKinnon Construction Co., LLC for repairs to damaged greenways at Everett Road.**BOARD ACTION:****MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

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



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## Everett Road

Area of Greenway Repairs

Knoxville - Knox County - KUB Geographic Information System

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December 11, 2017

Mr. David Smoak  
Town Administrator  
Town of Farragut  
11408 Municipal Center Drive  
Farragut, TN 37934

**RE: Contract 2015-14 (Everett Road Improvements) Greenway Repairs**

Dear Mr. Smoak:

In accordance with our prior discussions concerning the need to resolve an issue with the original construction of the greenways along Everett Road, McKinnon Construction agrees to provide labor and equipment for all efforts, including operators, paving equipment, traffic control and signage to remove, replace and complete the repairs to the greenways and the subsurface foundation of the greenway in the areas identified on the attached maps between Station 91+00 and 104+00 (1300 linear feet). The Town of Farragut will pay for all materials and hauling fees, at the following rates:

Asphalt: \$74.07 per ton (including delivery to site) (Item 411-01.11, ACS Grading E Rdwy)  
Base Stone: \$18.75 per ton, delivered to site (Item 303-01, Mineral Aggregate, Type A, Gr. D)  
Tandem dump trucks for haul-off: \$90 per hour

We anticipate that undercutting of poor soils will be required in areas where the repair requires removal of the trails. Replacement of this material will be paid for by the Town, including haul costs. As costs vary significantly depending upon availability at the time needed, we have not provided a unit price in this proposal. We understand there are currently at least two sites in Farragut within reasonable haul distance, where cost of material will be negligible, but with hauling costs. With that in mind, we assume the cost of this material will be approximately \$2000.

McKinnon Construction will furnish labor and equipment at its cost, which is estimated to be approximately \$31,360. Estimated costs for the Town of Farragut (assuming 220 tons of asphalt and 375 tons of base stone) are approximately \$29,250. All work will be completed in accordance with the original contract (Farragut Contract 2015-14, Everett Road Improvements), with exception of the unit prices noted above. As asphalt plants are currently closing for the winter season, we anticipate these repairs will be made when the plants reopen in March, and will be completed on or before April 20, 2018.

Please sign below if you find these terms acceptable.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mark McKinnon', written over a horizontal line.

Mark McKinnon

Accepted by A handwritten signature in dark ink, appearing to read 'David Smoak', written over a horizontal line.

David Smoak, Town Administrator



October 18, 2017

Town of Farragut  
11408 Municipal Center Drive  
Farragut, Tennessee 37934

Attention: Mr. Darryl Smith, P.E. – Town Engineer  
[dsmith@townoffarragut.org](mailto:dsmith@townoffarragut.org)

Subject: **Pavement Evaluation**  
Everett Road Greenway  
Farragut, Tennessee  
GEOS Project Number 22-17621R1

Dear Mr. Smith:

At your request, GEOServices, LLC (GEOS) has completed the pavement evaluation for the Everett Road Greenway in Farragut, Tennessee. Our services were performed in accordance with GEOS Proposal No. 12-17303, dated August 15, 2017. In general, our services consisted of a visual pavement evaluation, asphalt coring and shallow hand auger borings to determine section thickness and subgrade soil strength and to provide an opinion on the condition of the greenway. A total of 20 core locations were performed along the greenway at the approximate locations shown on the attached Figure 1. Below is a summary of our findings.

### **Background Information**

We understand the greenway was constructed during the Everett Road Improvement project between Union Road and Split Rail Farm S/D. The greenway is primarily located along the west side of Everett Road between Union Road and Split Rail Farm S/D with a small section on the east of Everett Road just north of its intersection with Smith Road. The project was completed in 2016.

According to the project documents, the greenway is to consist of 6 inches of base stone (Type A, Grading D) and 2 inches of asphalt surface mix (Grading E) placed and compacted in accordance with applicable TDOT standards. We understand technical observations and materials testing

services was performed during construction to verify compaction of the materials used to construct the greenway. According to our conversations with Mr. Chris Jenkins with QK4 (CEI Consultant), no deficiencies were noted related to compaction of the materials used in the greenway.

During our visual observation of the greenway, asphalt rutting was observed in sections of the greenway. According to the *Federal Highway Administration (FHWA), Pavement Distress Identification Manual*, rutting is defined as a longitudinal surface depression along a wheel path. The severity of the rutting (using a 4 foot straight level) was observed to be low to moderate with measured deformations up to 1 inch with the worst areas being located near the Smith Road intersection between approximate stations 98+00 and 104+00 (both sides, Left and Right). Based on our review of the project documents, this area received “fill material” during construction to the existing site grades. Representative photographs of the greenway are included in the attachments.

Although the greenway is not subject to continuous motorized traffic, it is however subject to occasional traffic during right-of-way maintenance (i.e. mowing). Other than the occasional service truck, we understand the tractor used during mowing operations consists of a John Deere 6105M (or equivalent) with a base weight of approximately 11,040 lbs and a total of approximately 17,000 lbs outfitted with a mowing attachment and liquid filled tires.

### **Field Operations**

Our field exploration consisted of evaluating the greenway by coring the asphalt/base stone and performing shallow hand auger borings at 20 randomly selected locations. The locations were selected in areas with pavement distress and areas without pavement distress. The approximate locations are shown on the attached Figure 1.

GEOServices utilized a specific coring protocol when performing asphalt coring in order to maintain an adequate level of measurement accuracy. The asphalt was wet cored at each core location using a 4-inch diameter core barrel through the asphalt layer to the underlying base stone. The asphalt core was removed and measured at three random locations around the core using

calipers to the nearest  $1/10^{\text{th}}$  of an inch. The measurements are then averaged and recorded to the nearest  $1/10^{\text{th}}$  of inch for reporting.

The base stone was then removed to expose the underlying soil subgrade. Two measurements were obtained from the soil subgrade to the top of the asphalt layer and recorded to the nearest  $1/10^{\text{th}}$  of an inch. These measurements were averaged and then subtracted from the average asphalt thickness to determine the un-adjusted average base stone thickness.

Once the base stone was removed, Dynamic Cone Penetrometer (DCP) testing, per *ASTM Special Technical Publication #399*, was performed at the surface of the soil subgrade and a depth of 12 inches to evaluate the soils relative consistency. Three blow count measurements were taken at each testing interval. The second and third blow counts are then averaged and recorded. At the completion of the field exploration, the locations were backfilled with non-shrink grout.

The data obtained during the field exploration is summarized in the attached *Thickness of Asphalt, Base stone and DCP Results Summary*.

## Results

In general, the asphalt thickness ranged from 1.5 to 2.5 inches with an average thickness of 1.95 inches. The base stone thickness ranged from 2.4 to 6.6 inches with an average of 4.58 inches.

The average DCP blow counts ranged from 2 to 15 blows per increment (bpi) at the soil subgrade elevation and ranged from 4 to >20 bpi at a depth of 12 inches below the soil subgrade. The general consistency of the soil was observed to be soft to firm just below the base stone layer and stiff approximately 12 inches below soil subgrade elevation. Visually the soil moisture levels were observed to be much higher below the base stone layer as compared to moisture levels approximately 12 inches below the soil subgrade elevation.

## **Conclusions**

Based on our visual observation of the greenway and the data obtained from the field exploration, it's our opinion the observed distress is related to a combination of factors. The primary contributing factor resulting in the observed distress is most related to numerous locations with a less than specified base stone thickness and underlying soft soils with elevated moisture contents. Additionally, the distress appears to be prevalent in portions of the greenway that were "filled" during construction as compared to areas that were "cut" during construction with the exception of areas between approximate Stations 81+00 and 96+00. It's also likely the soils in the fill areas were "dry" of optimum moisture at the time of base stone placement and then softened during the winter months. Typically soils in East Tennessee are low to moderately plastic and are sensitive to changes in moisture content which can cause a reduction in strength and support capabilities.

Utilizing AASHTO pavement design standards, we evaluated the proposed section (2 inches asphalt and 6 inches of base stone) to determine how occasional maintenance equipment such as the 17,000 lb tractor would affect the pavement section. Assuming each tractor pass equates to one 18 kip Equivalent Single Axle Load (1 ESAL) and mowing once per month, this loading condition would impart approximately 80 to 100 ESALS per year. By using the average DCP data obtained at the soil subgrade/base stone interface, a CBR value of 5 and the specified pavement section, we would expect a design life exceeding 10 years before requiring maintenance. However, given the less than specified section thickness and low DCP values (particularly in areas of the observed distress), the design life would be less than 1 year before requiring maintenance. Generally speaking this occurrence corresponds relatively well with the existing condition of the greenway and the actual data obtained at the test locations.

## **Repair Recommendations**

In order to remedy the distressed areas, we recommend reconstructing sections of the greenway on a suitable/stable subgrade with the specified base stone and asphalt thickness (Repair Method A) or perform an asphalt overlay (Repair Method B). Based on our visual observations, the following locations have experienced pavement distress and will require remediation:

- Approximate Station 101+00 to 103+50 (Right)
- Approximate Station 91+00 to 104+00 (Left)

Between these sections of greenway, the average DCP value was less than 6 and the total section was less than specified. Generally, DCP values exceeding 10 are indicative of properly compacted or stable subgrade conditions which was not encountered in these areas.

Repair Method A - Station 98+00 to 104+00 (Left) and Station 101+00 to 103+50 (Right)

We recommend removing the entire greenway section in the referenced area and reconstructing on a suitable/stable subgrade. Once the existing pavement section is removed, we recommend proofrolling the exposed subgrade with a single axle dump truck to identify areas that pump or rut. Areas observed to pump or rut under the weight of the loaded single axle truck should be undercut to underlying stiff or better soils and backfilled with compacted base stone in accordance with applicable TDOT standards. The extent of the undercut may vary based on the actual field conditions encountered at the time of the repair. The greenway section should then be installed (6 inches of base stone Type A, Grading D and 2 inches of asphalt surface mix, Grading E) in accordance with the contract documents and applicable TDOT standards.

Repair Method B - Station 91+00 to 98+00 (Left)

We recommend placing a 2.5 inch overlay over this section of greenway. Prior to the overlay, the greenway should be prepared and tack coat applied in accordance with applicable TDOT standards. The surface overlay should be placed and compacted in accordance with TDOT standards. Should the existing pavement section yield during placement and compaction of the asphalt overlay, this method should be rejected and the engineer should be notified.

## Closure

We appreciate the opportunity to have been of service to you on this project. Please contact us with any questions you may have regarding this letter.

Sincerely,  
**GEOServices, LLC**



W. Ros Kingery III, P.E.  
Vice President  
TN No. 111,645

Attachments: Site Photographs  
Figure 1. Asphalt Coring Location Plan  
Thickness of Asphalt, Basestone and DCP Results Summary



1

**Remarks**

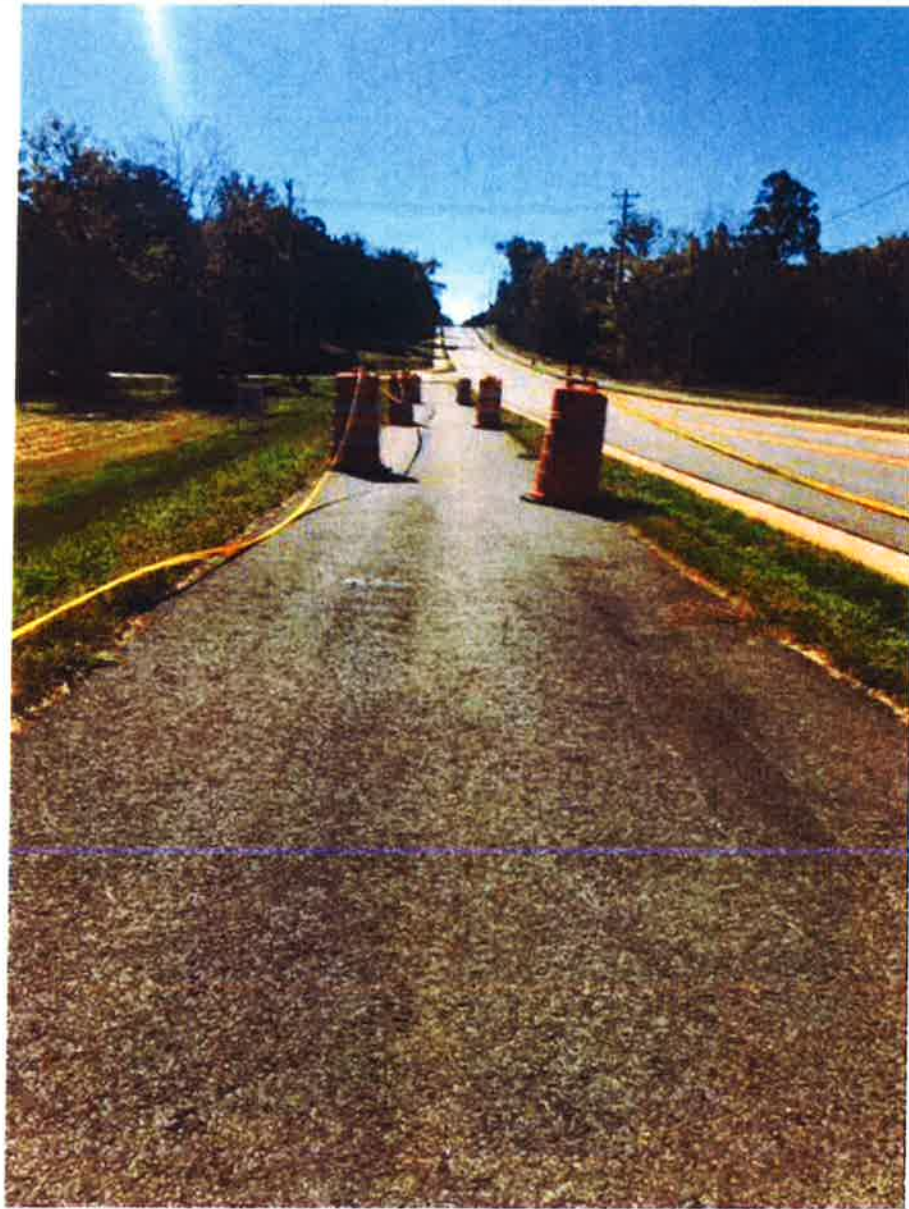
Looking North from Station 101+00 (Right Side)



2

**Remarks**

Looking South from Station 103+00 (Right Side)



**3**

**Remarks**

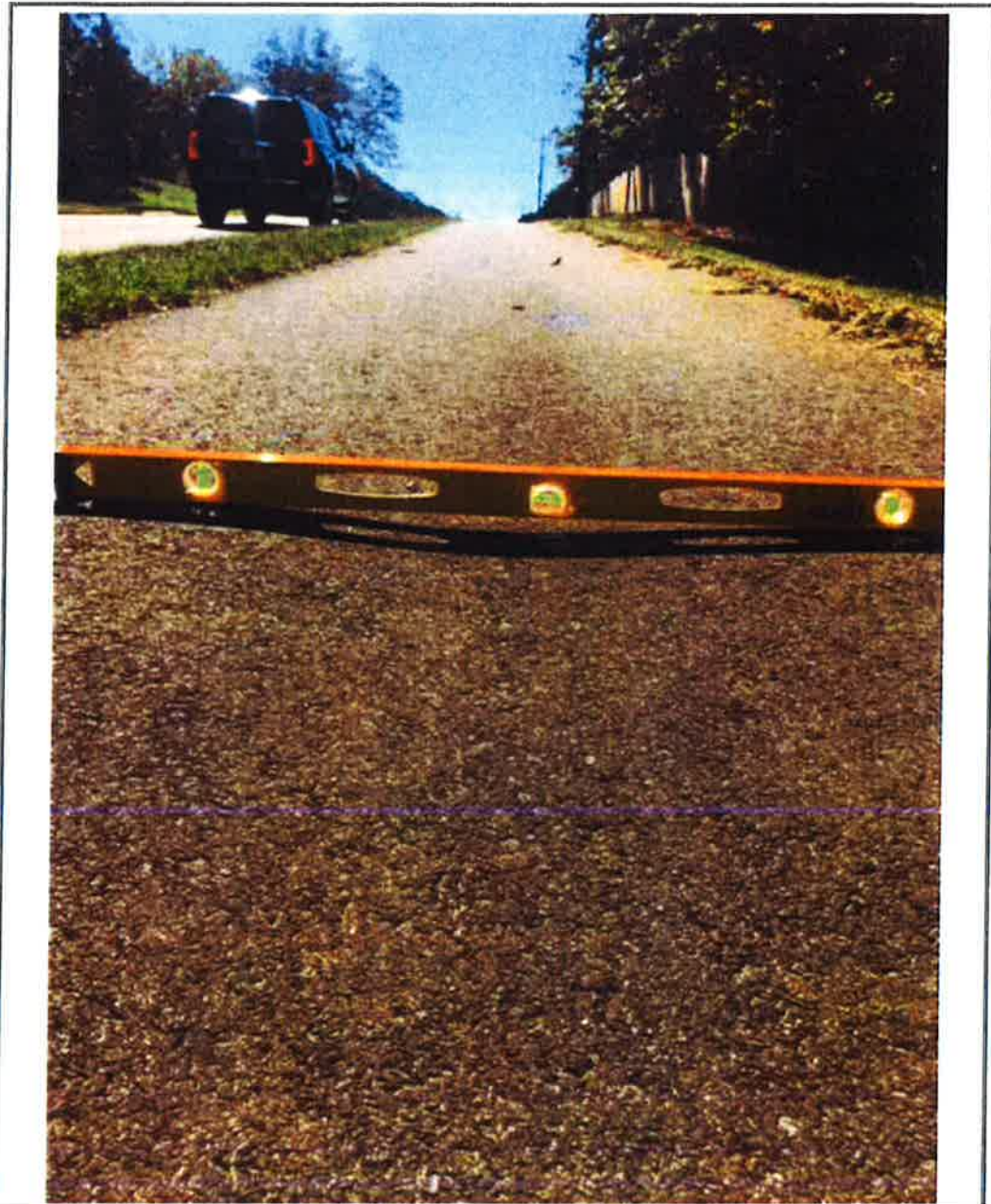
Looking South from Station 104+00 (Right Side)



**4**

**Remarks**

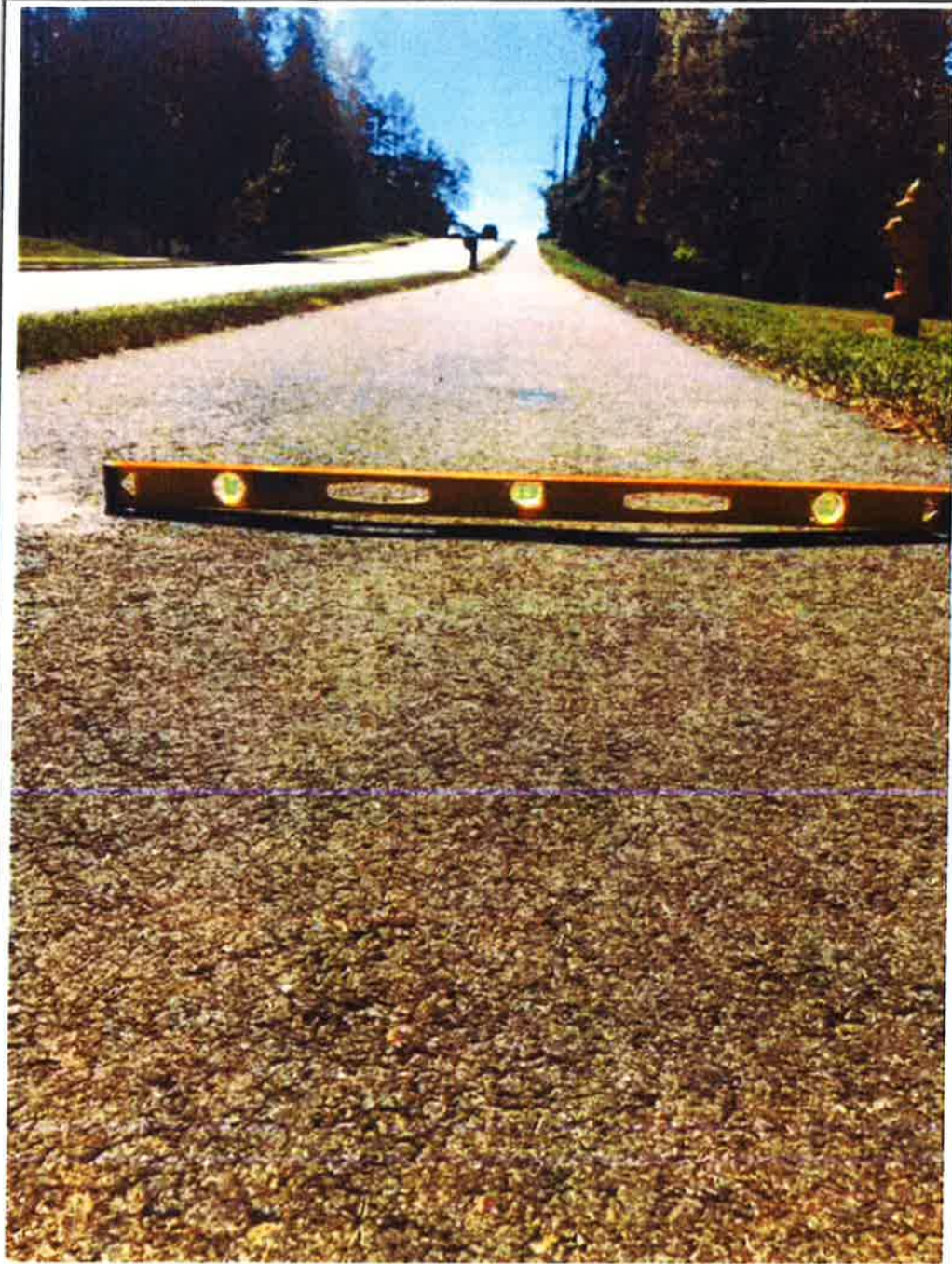
Looking North from Station 96+00 (Left Side)



**5**

**Remarks**

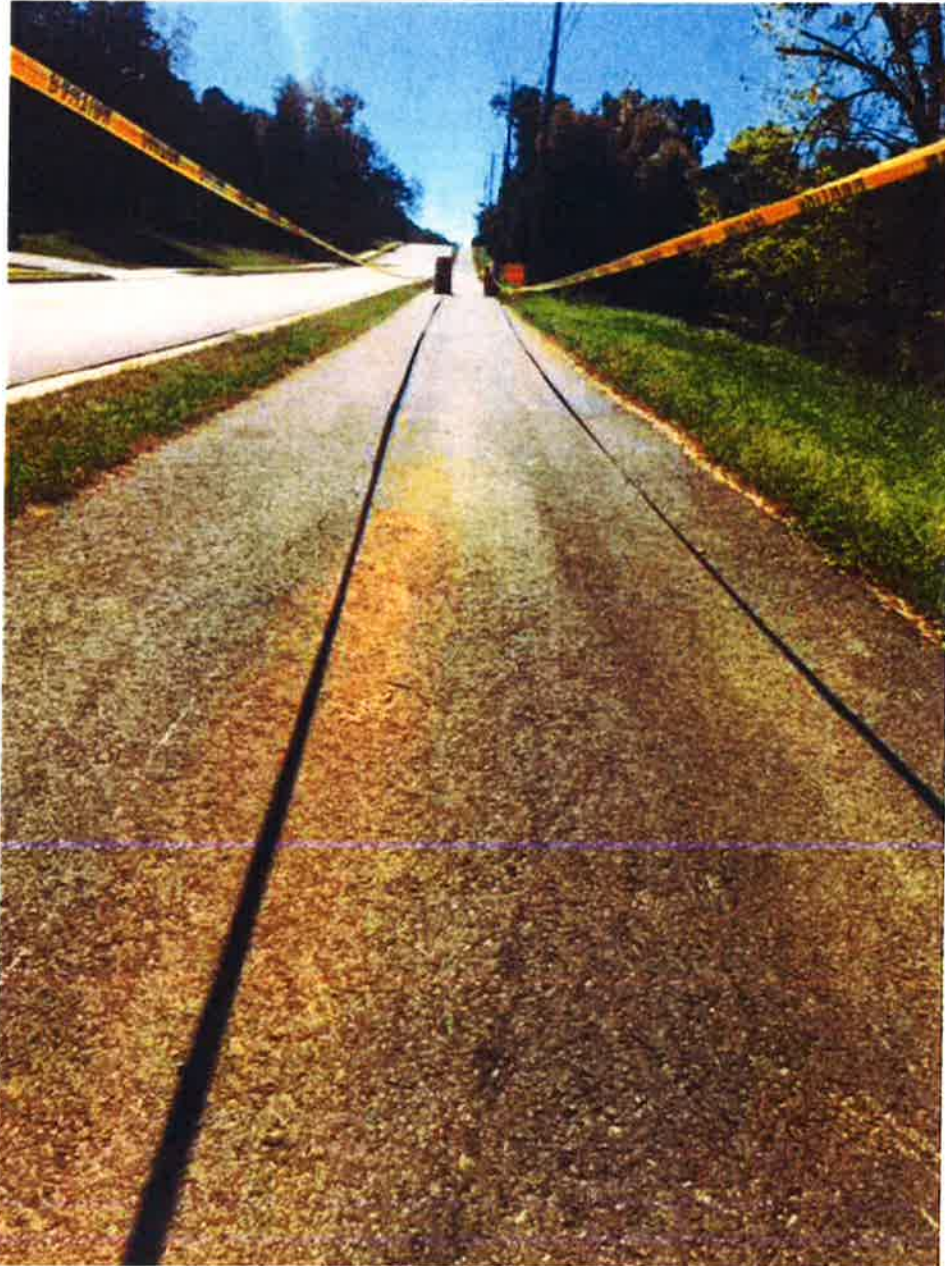
Looking South from Station 96+00 (Left Side)



**6**

**Remarks**

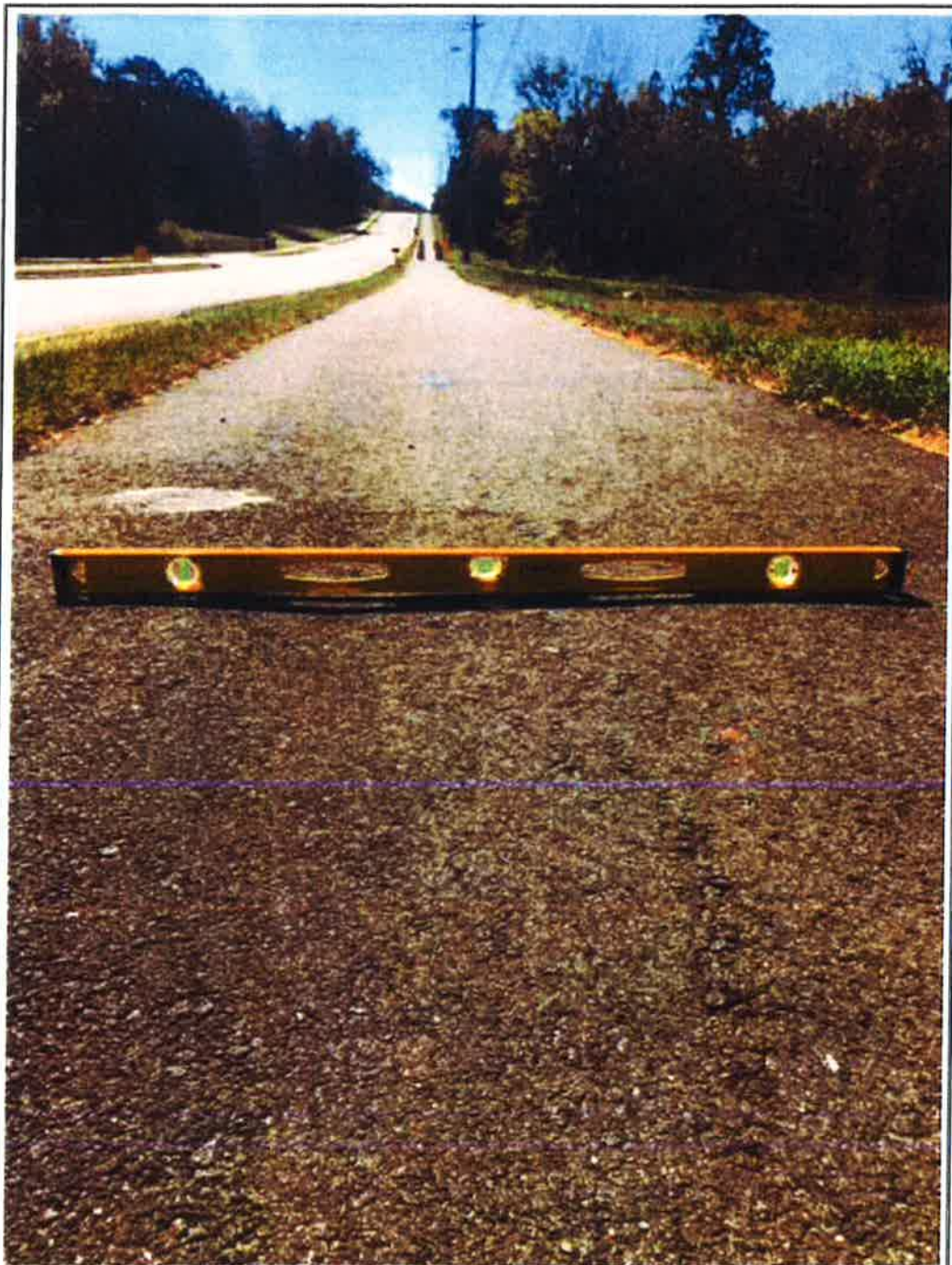
Looking South from Station 97+00 (Left Side)



**7**

**Remarks**

Looking South from 99+00 (Left Side)



8

**Remarks** Looking South from Station 103+00 (Left Side)



Approximate Location of  
Asphalt Coring

|             |                   |
|-------------|-------------------|
| SCALE       | NTS               |
| SUPPLIED BY | WRK               |
| EXAMINER    | MTB               |
| DATE        | September 8, 2017 |



Coring Location Plan  
Everett Road Greenway  
Knoxville, Tennessee

JOB NO.

22-17621

Figure

1

# Thickness of Asphalt, Basestone and DCP Results Summary



Job Name: Everett Road Greenway

Job Number: 22-17621

Date Testing Performed: 8/24/2017

| Core Location/Station No. | Asphalt Thickness (in) | Stone Thickness (in) | Asphalt / Stone Thickness Total (in) | DCP Value (Subgrade) | DCP Value (Minus 12 in) |
|---------------------------|------------------------|----------------------|--------------------------------------|----------------------|-------------------------|
| 1 - Sta. 101+50 R         | 1.5                    | 5.5                  | 7.0                                  | 3                    | 4                       |
| 2 - Sta. 102+50 R         | 1.7                    | 2.4                  | 4.0                                  | 2                    | 8                       |
| 3 - Sta. 103+00 R         | 1.5                    | 6.5                  | 8.0                                  | 2                    | 14                      |
| 4 - Sta. 106+00 L         | 2.1                    | 3.7                  | 5.8                                  | 12                   | 14                      |
| 5 - Sta. 104+50 L         | 1.9                    | 3.4                  | 5.3                                  | 8                    | 14                      |
| 6 - Sta. 103+00 L         | 2.1                    | 2.9                  | 5.0                                  | ---                  | ---                     |
| 7 - Sta. 102+75 L         | 1.7                    | 4.3                  | 6.0                                  | 8                    | 17                      |
| 8 - Sta. 101+50 L         | 1.8                    | 3.7                  | 5.5                                  | 8                    | 13                      |
| 9 - Sta. 99+50 L          | 2.0                    | 5.0                  | 7.0                                  | 15                   | 20                      |
| 10 - Sta. 98+50 L         | 1.9                    | 4.1                  | 6.0                                  | 5                    | 12                      |
| 11 - Sta. 97+50 L         | 2.1                    | 4.9                  | 7.0                                  | 3                    | 10                      |
| 12 - Sta. 96+00 L         | 1.7                    | 6.6                  | 8.3                                  | 4                    | 7                       |
| 13 - Sta. 123+00 L        | 2.1                    | 5.9                  | 8.0                                  | 9                    | 12                      |
| 14 - Sta. 116+00 L        | 2.5                    | 5.5                  | 8.0                                  | 8                    | 8                       |
| 15 - Sta. 117+00 R        | 1.7                    | 5.3                  | 7.0                                  | 12                   | 12                      |
| 16 - Sta. 111+00 R        | 2.0                    | 5.7                  | 7.8                                  | 14                   | 15                      |
| 17 - Sta. 92+00 L         | 2.4                    | 5.1                  | 7.5                                  | 2                    | 4                       |
| 18 - Sta. 90+50 L         | 2.0                    | 5.5                  | 7.5                                  | 5                    | 10                      |
| 19 - Sta. 89+00 L         | 2.1                    | 3.9                  | 6.0                                  | 3                    | 6                       |
| 20 - Sta. 81+00 L         | 2.4                    | 1.9                  | 4.3                                  | 5                    | 12                      |
| AVG                       | 1.95                   | 4.58                 | 6.5                                  | 7                    | 11                      |

## Notes:

L - Left side of roadway

R - Right side of roadway

**KRAMER RAYSON LLP**  
— ATTORNEYS AT LAW —

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[tomhale@kramer-rayson.com](mailto:tomhale@kramer-rayson.com)

July 3, 2018

Via Regular Mail and  
E-mail ([mmcconcrete@bellsouth.net](mailto:mmcconcrete@bellsouth.net))

SPECIAL COUNSEL  
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TELECOPIER 865 220-5132

R. R. KRAMER (1988-1966)  
E. H. RAYSON (1923-2017)

Mr. Mark McKinnon  
McKinnon Construction Company, LLC  
7255 Corporate Park Drive  
Loudon, TN 37774

Dear Mr. McKinnon:

The Town of Farragut, for which I act as Town Attorney, and your company reached an understanding to resolve a disagreement over defects in the greenway trails adjacent to Everett Road installed as part of Contract 2015-14 (the "Contract") issued by the Town. That agreement was memorialized in the letter of December 11, 2017 executed by you and David Smoak.

As I recall this matter, there were a number of theories concerning the cause of the defects in the greenways, some of which implicated the Town and some of which implicated your company. As a result, everyone involved felt that the best course of action was for the parties to find a way to settle their differences, work together to fix the problem and move on to other projects. Thus, the December 11, 2017 letter agreement was clearly a compromise to which both parties agreed to contribute in order to constructively move forward.

The last sentence in the letter states "As asphalt plants are currently closing for the winter season, we anticipate these repairs will be made when the plants reopen in March, and will be completed on or before April 20, 2018." It is now almost July 2018, and the work your company agreed to perform has not been completed, nor has it even been started.

Frequently, I find that entities with which the Town contracts fail to appreciate what the Town, as a public entity entrusted with the use of public funds, must deal with when a public project or structure is allowed to sit in an unusable condition. Because the public's money has been spent, the Town is criticized not only because its property cannot be used by the citizens, but then because of the usual unsightly appearance of an incomplete project. As I am sure you

Mr. Mark McKinnon  
July 3, 2018  
Page 2

know, the Town's staff has enough current problems with which to grapple, and it needs to get the issue of these greenways behind it so the greenways can be used as intended.

I am writing to request that as soon as possible you do what you agreed to do in the December 11 letter, and complete that work on or before July 24, 2018. We recognize that sometimes events beyond our control can occur that make it difficult, if not impossible, to perform in a timely manner. However, at this point, more than two months past your deadline for completion of the work, we believe the Town staff has been more than reasonable and extremely patient. It is very important to the Town and its citizens that the defective greenway trails be repaired as soon as possible.

Please let me or Mr. Smith know asap when you will start work and your anticipated schedule to perform the repairs.

Thank you for your cooperation.

Yours truly,

A handwritten signature in dark ink, appearing to read "Tom Hale", with a horizontal line extending to the left.

Thomas M. Hale

TMH/pm  
cc: Darryl Smith  
David Smoak

**David Smoak**

---

**From:** McKinnon <mmconcrete@bellsouth.net>  
**Sent:** Thursday, July 19, 2018 2:52 PM  
**To:** lpolvin@townoffarragut.org; Ron Williams; Bob Markli; Ron Pinchok  
**Cc:** Bill Conner; Kim Patty; Darryl Smith; David Smoak; Tom Hale; Chris Jenkins; Scott Brewer; will@esteskenedy.com; Mark Neal  
**Subject:** Repairs of Everett Road Walking Trail

Ladies and Gentlemen

McKinnon Construction is writing this email to explain why we will be ceasing all repair operations on the walking trail as of today July 19, 2018. We signed an agreement to help with the repair costs, off the pretense of the Geo Services report that was paid by the Town of Farragut. The report was written off the specs of the job, not knowing the waste material on the job was unsuitable and put under the walking trail. This material was used for the walking trail directed by the town's engineers. The town's engineer's reason was to save cost on hauling the unsuitable waste material to a waste site, saving tens of thousands of dollars. This made the sub grade and base stone out of spec according to the Tennessee Department of Transportation. The Geo Services report showed sub grade was wet and in some locations, thickness of stone was shy of the 6 inches required. Yesterday, we started excavation and cutting of the trail, uncovering evidence that the stone was 6 inches to 11 inches thick. The trail also showed the sub grade moisture was high. Only in one location approximately 5 feet in length, the stone appeared to be 2.5 inches, 295 feet of the trail showed to have 6 inches or more in thickness of stone and asphalt of 2 inches to 2.25 inches thick as spec requires. Town engineer and Geo Services representative was on site and saw this evidence. They have no answer of why the moisture content is so high. This caused the sub grade to break down, which caused the trail to fail when a heavy load such as the town's mowing tractor (which is approximately 18,000 lbs.) was on the trail. After uncovering this evidence the contractor cannot be held responsible for the repair since the unsuitable material that was placed from the direction of the town's engineers broke down.

After uncovering evidence, I asked Mr. Smith and the Geo Services engineer, do they agree it is not contractor's fault. Because we were all going off the Geo Services report, they both agreed. I asked if it was possible to compensate for the cost of labor and equipment. He said he would talk to the town administrator David Smoak. At the time he did not think that could happen. Because we were there on site, I told him, McKinnon Construction and Bill Conner Excavating would keep working but could you pay for the asphalt contractor, Patty Construction's labor. Again he said he would ask David Smoak. Also, Geo Services recommendation to not excavate and undercut 400 linear feet of the other side just to put a 2.5 inch overlay, which would be a huge savings for the town's costs. Mr. Smith called me 2:30 yesterday and said Mr. Smoak agreed that the overlay would be permitted but procedures would not allow for the town to pay for labor for Patty Construction. You can see we are trying our best to work with the town but they are not working with us. As a small business owner, now knowing that we did not cause this problem and no compensation will be added, I decided to cease all repair operations. Back in October, McKinnon Construction, Bill Conner Excavating, Patty Construction, and QK4 engineer had a meeting over the concern of the trail, we told David Sparks, Darryl Smith, and David Smoak using the unsuitable material directed by the town is what caused the failure of the trail. The town employees opposed saying it was the material being shy was why it failed. We told them it is hard to warrantee something that is out of spec due to the unsuitable material in the sub grade. But in good faith effort we all agreed to work together and get this resolved. However, as of yesterday we saw that all materials had the thickness that is required. This is why we are asking for a little bit of help but the town administrator said no. We are now asking the board if they have any questions or concerns about this project and repair. We can be present next Thursday at the Town of Farragut board meeting to answer any of the boards' questions about the repair of the trail. We hope that this can be resolved so we can all move forward.

Thank you,  
Mark McKinnon

McKinnon Construction Company LLC  
7255 Corporate Park Drive  
Loudon, Tennessee 37774  
865.408.3030  
865.408.9333

**KRAMER RAYSON LLP**

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 800 SOUTH GAY STREET  
 KNOXVILLE, TENNESSEE 37929  
 TELEPHONE 865 525-5134  
 TELECOPIER 865 522-5723

105 DONNER DRIVE, SUITE A  
 OAK RIDGE, TENNESSEE 37830  
 TELEPHONE 865 220-5134  
 TELECOPIER 865 220-5132

R.R. KRAMER (1888-1966)  
 E.H. RAYSON (1923-2017)

July 31, 2018

Via E-mail ([mmcconcrete@bellsouth.net](mailto:mmcconcrete@bellsouth.net))

Mr. Mark McKinnon  
 McKinnon Construction Company, LLC  
 7255 Corporate Park Drive  
 Loudon, TN 37774

Dear Mr. McKinnon:

I am writing in response to your e-mail dated July 19, 2018 concerning the Everett Road walking trails. It is our hope that your company will complete the reduced amount of work which it originally agreed to undertake in the letter agreement dated December 11, 2017 between McKinnon Construction Co., LLC and the Town of Farragut (the "Repair Letter").

The history of how and why the parties came to execute the Repair Letter is critical to an understanding of the current status of your company's legal obligation with respect to this matter. This is why I suggested last Thursday that you seek the advice of an attorney.

The Town sent you a copy of the report of GeoServices, LLC ("GEOS") dated October 18, 2017. This report advised of the outcome of borings performed by GEOS that, with respect to the vast majority of the borings, the amount of materials used to construct the subject trails was less than required by the contract between your company and the Town.

While you have never disputed the results of the GEOS borings, you have always maintained that there were other factors, not the fault of your company, that caused or contributed to the problems that developed in the physical condition of the trails and has required the remedial work outlined in the Repair Letter.

Indeed, on November 14, 2017 your company sent a letter with the following content:

Thank you for meeting on the issue of the walking trail. In response to our meeting, I would like to move forward with agreeing that there is an issue with the rutting of the trail. The reason of the rutting on the asphalt walking trail has many contributors. The main contributors listed as:

- Defective Materials

Waste materials off the job put in fill sections of the slopes and under the walking trail, directed by the Town of Farragut

- Tractor weight

Heavy P.S.I. points on a cleated tractor that weighs over 17,000 lbs.

Due to these factors portions of the trail will need to be replaced or repaired with an overlay. I am responding with, this is not a warranty issue. However, we are willing to provide labor and equipment costs. The materials FOB jobsite and cost of haul off of waste to be furnished by the Town of Farragut.

In light of the existence of multiple possible factors contributing to the problem, the Repair Letter then came shortly thereafter. The first paragraph makes clear that a disagreement is being resolved when it states:

In accordance with our prior discussions concerning the need to resolve an issue with the original construction of the greenways along Everett Road. McKinnon Construction agrees to provide labor and equipment for all efforts, including operators, paving equipment, traffic control and signage to remove, replace and complete the repairs to the greenways and the subsurface foundation of the greenway in the areas identified on the attached maps between Station 91+00 and 104+00 (1300 linear feet). The Town of Farragut will pay for all materials and hauling fees, at the following rates:

Asphalt: \$73.73 per ton (including delivery to site) (Item 411-01.11, ACS Grading E Rdwy) Base Stone: \$18.75 per ton, delivered to site (Item 303-01, Mineral Aggregate, Type A, Gr. D) Tandem dump trucks for haul-off: \$90 per hour

As is made explicit in the last paragraph of the Repair Letter. at least on the basis of the estimated costs, McKinnon and the Town were resolving the issue by agreeing to share roughly 50-50 the cost of what was thought at the time would be necessary to fix the walking trails.

As is apparent from the drawings that are attached to the Repair Letter, work was going to be required to the trail on the east side of Everett Road, as well as to the trail on the west side of Everett Road. Apparently due to a host of reasons that were beyond your company's immediate control, the work provided for in the Repair Letter was not completed on or before April 20, 2018. I wrote your company on July 3, 2018 to encourage some action to complete the work. In that letter I stated the following:

As I recall this matter, there were a number of theories concerning the cause of the defects in the greenways, some of which implicated the Town and some of which implicated your company. As a result, everyone involved felt that the best course of action was for the parties to find a way to settle their differences, work together to fix the problem and move on to other projects. Thus, the December 11, 2017 letter agreement was clearly a compromise to which both parties agreed to contribute in order to constructively move forward.

The July 3 letter concluded with the following request:

I am writing to request that as soon as possible you do what you agreed to do in the December 11 letter, and complete that work on or before July 24, 2018. We recognize that sometimes events beyond our control can occur that make it difficult, if not impossible, to perform in a timely manner. However, at this point, more than two months past your deadline for completion of the work, we believe the Town staff has been more than reasonable and extremely patient. It is very important to the Town and its citizens that the defective greenway trails be repaired as soon as possible.

After receiving my letter, you called me late in the day on July 3, 2018. We had a good conversation in which you did not dispute anything stated in my letter; however, you were calling to explain the unfortunate health circumstances that both you and your asphalt subcontractor had experienced that prevented you from timely completing the work. You told me that you would try to schedule the necessary contractors as soon as possible, but you were frank to say that scheduling the asphalt subcontractor might take four weeks given what you understood their workload was.

Once you finally commenced work on or about July 18, you apparently discovered evidence, under one area of the trail on which you were working, that you contend supports the theories you originally advanced for the cause of the problem with the trails. It is on the basis of this discovery under a small portion of the trail that you then immediately started trying to renegotiate the terms of the Repair Letter with Town staff.

As the foregoing series of events make clear, the parties reached a compromise agreement to resolve the issue with complete knowledge of the various causes advanced by both sides as to the causes of the problems. The alternative to resolving this matter was to litigate who was at fault, and, rather than incur the expense and uncertainty in the outcome inherent in litigation, the parties mutually agreed to create a new agreement based on the best information of the existing situation that they possessed.

Because of the new agreement, it is now immaterial as to what factors, in fact, caused the condition that requires the repairs. Thus, what you may or may not have found on July 18 or 19 is legally of no significance. However, if we assume for the sake of argument that what you

Mr. Mark McKinnon  
July 31, 2018  
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found unequivocally exonerated your company in that one area. that does not speak to the other side of the road where most of the borings were taken that showed the use of inadequate materials in the construction.

The Town staff has instructed me to inform you that, provided the work is completed by August 14, it will not seek to have the work completed by a third party, the labor portion of which would be charged to your company's account. As you are aware, based on examinations by GEOS on July 18, the actual work that needs to be done is less than was anticipated when the Repair Letter was executed. Attached to this letter is a copy of the GEOS letter of July 25, 2018 noting the modified work to be done on the trail on the west side of Everett Road. I would have thought that this reduction in the work would have been viewed as a positive development; however, I am informed that this was discussed with you on July 18 or 19 to no avail.

Please let us know as soon as reasonably possible what your company decides with respect to this request.

Yours truly,

A handwritten signature in dark ink, appearing to read "Tom Hale", written over a horizontal line.

Thomas M. Hale

TMH/pm  
Enclosure  
cc: Darryl Smith  
David Smoak



July 25, 2018

Town of Farragut  
11408 Municipal Center Drive  
Farragut, Tennessee 37934

Attention: Mr. Darryl Smith, P.E. – Town Engineer  
[dsmith@townoffarragut.org](mailto:dsmith@townoffarragut.org)

Subject: **Addendum to Pavement Evaluation**  
Everett Road Greenway  
Farragut, Tennessee  
GEOS Project Number 22-17621R1

Dear Mr. Smith:

At your request, GEOServices, LLC (GEOS) performed a Pavement Evaluation for the Everett Road Greenway in Farragut, Tennessee. The purpose of the Pavement Evaluation was to visually observe the condition of the distressed greenway, obtain cores from the greenway to measure asphalt/base stone thickness and to evaluate the underlying soil subgrade conditions. The report was submitted to you on October 18, 2017 and included a summary of our findings and recommendations for addressing the distressed sections of the greenway.

Since the report was submitted, the Town of Farragut went into an agreement with the contractor to either remove sections of greenway and replace with new base stone and asphalt (Method A) or place a 2.5-inch asphalt overlay over the greenway (Method B). Attached is a copy of the greenway “Repair Map” identifying the type of repair that is to be performed.

Repair of the greenway started on July 18, 2018 between Stations 101+50R and 103+50R. The repair in this area consisted of Method A. During repair of this area, further discussions were had regarding the section of greenway between Stations 98+00L and 104+00L between the Town of Farragut, GEOServices and the contractor. This section was initially prescribed to be repaired with Method A. However, it was noted the distress (i.e. rutting) didn’t appear to be any worse than originally observed, except for the section of greenway between the reinforced boxed culvert and

Dr. Montgomery's driveway (approximate stations 99+25 to 100+40) where excessive rutting is still present. This section still needs to be repaired by Method A. In the remaining areas of this section, the distress doesn't appear to be any worse and a complete removal and replacement for this section may be excessive considering an asphalt overlay would fill the minor ruts and result in a level finished surface. As such, it was recommended by GEOServices to the Town of Farragut to repair this section of greenway with Method B by placing a 2.5-inch overlay. As previously stated in the October 18, 2017 report, the greenway should be prepared, and tack coat applied in accordance with applicable TDOT standards. The surface overlay should be placed and compacted in accordance with TDOT standards. The other recommendations are still applicable with no further modifications and/or changes.

### Closure

We appreciate the opportunity to have been of service to you on this project. Please contact us with any questions you may have regarding this letter.

Sincerely,  
**GEOServices, LLC**



W. Ros Kingery III, P.E.  
Vice President  
TN No. 111,645

Attachments: Repair Map





AGENDA NUMBER V.I.E.

MEETING DATE August 9, 2018

## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

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

**SUBJECT:** Approval of Dates for the November and December BMA meetings

**DISCUSSION:**

The date for the meetings in November are Thursday, November 8 and November 22.

The National League of Cities City Summit Conference is scheduled for November 7-10, 2018. As of now, there will not be a quorum for the November 8<sup>th</sup> meeting. Therefore, the alternate date for the first board meeting in November is Monday, November 5, 2018.

In the past the Board of Mayor and Aldermen have chosen to cancel the second meeting in November due to Thanksgiving. If a need arises, a special meeting may be called. The dates for the December meetings will be determined once the new board is in place.

**PROPOSED MOTION:**

To meet Monday, November 5 and cancel the meetings of November 8, November 22, 2018.

**BOARD ACTION:**

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

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