



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Town Hall
11408 Municipal Center Drive

AGENDA
September 9, 2021

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. August 26, 2021
- IV. Mayor's Report**
- V. Business Items**
 - A. Approval of Professional Services Agreement from Urban Engineering, Inc. for Design of Sonja Drive Sidewalk Extension
 - B. Approval of Professional Services Agreement from Urban Engineering, Inc. for Design of Evans Road Greenway Connection
 - C. Approval of Resolution R-2021-08, Resolution to adopt a Special Event Co-Sponsorship Policy
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. Citizens Forum**

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.

The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

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 contact the ADA Coordinator at jcurry@townoffarragut.org or 865-966-7057 in advance of the meeting.

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

At the end of each business 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 Recorder 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;
2. Any Farragut resident 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 Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to five (5) minutes per individual. Time for public comment may be amended at the discretion of the Mayor. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own original viewpoint;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose 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.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

WORKSHOP
McFee Park Discussion
5:00 PM

The Farragut Board of Mayor and Aldermen met for a workshop at 5:00 PM to discuss future phases of McFee Park. Town staff presented information concerning the future phases.

BMA MEETING
6:00 PM

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Meyer, was absent; in addition to staff and members of the press.

Approval of Agenda

Motion was made to approve the agenda with the addition of item VI.A. Approval of COVID-19 Vaccine Incentive Program for Town of Farragut staff. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; Alderman Meyer was absent; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of August 12, 2021, as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; Alderman Meyer was absent; no nays; motion passed.

Mayor's Report

Violet Freudenberg presented an overview of the Stormwater Advisory Committee goals and objectives.

Julie Blaylock, Farragut West/Knox Chamber, gave a monthly update to the board.

Vice-Mayor Povlin requested prayers for the flooding victims in Waverly Tennessee.

Ordinances

Public Hearing and Second Reading

Ordinance 21-14, Ordinance to amend the Farragut Zoning Map for Lots 1-3, as shown on the preliminary plat for a portion of the Keeney Property Subdivision, 12422 Union Road, 15.5 Acres, to change the zoning from R-2 (General Single-Family Residential) to R-1 (Rural Residential) (Urban Engineering, Inc., Applicant)

Motion was made to approve Ordinance 21-14 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote: Alderman Burnette, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Meyer, was absent; no nays; motion passed.

Ordinance 21-15, Ordinance to amend the State Street Aid and Equipment Fund for the Fiscal Year 2021-2022 budget, passed by Ordinance 21-13

Motion was made to approve Ordinance 21-15 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; roll call vote: Alderman Burnette, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Meyer, was absent; no nays; motion passed.

Town Administrator's Report

Approval of COVID-19 Vaccine Incentive Program for Town of Farragut staff

Motion was made to approve to approve a one-time, \$200 per employee COVID-19 vaccine incentive payment for all Town of Farragut employees that provide proof of being fully vaccinated against COVID-19 in an amount not to exceed of \$14,800. Moved by Alderman Pinchok, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, Pinchok and Povlin; Alderman Meyer was absent; no nays; motion passed.

David Smoak, Town Administrator, announced the following:

- Movies on McGill, Saturday, August 28 at 7:00 PM

Citizens Forum

Adam Atherton, 801 Andover Blvd., addressed the board concerning the Lawn Chair Series performers.

Meeting adjourned at 6:30 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Darryl W. Smith, PE**SUBJECT:** Approval of Professional Services Agreement from Urban Engineering, Inc. for Design of Sonja Drive Sidewalk Extension

INTRODUCTION: The purpose of this item is the approval of a proposal for final design of a sidewalk extension along Sonja Drive, from Admiral Road to Oran Road.

BACKGROUND: The Town's FY2022 Capital Investment Program included funding for design and acquisition of easements for extension of sidewalk along Sonja Drive, from the current eastern terminus at Admiral Road to Oran Road. This sidewalk extension will provide additional pedestrian access for the residents of Farragut View and Stonecrest Subdivisions, a notable improvement for the multiple students who walk to Farragut Intermediate, Middle and High Schools. The project also includes development of plans for improving the existing mid-block crosswalk behind the high school.

The attached proposal from Urban Engineering outlines the scope of services for preparation of final right of way and construction plans for the project, with a not to exceed limit of \$58,975.00. The proposed schedule includes 90 days for preparation of alternative alignments for review, with another 90 days for completion of final plans after selection of the better alternative. Once plans are completed in Spring of 2022, we will acquire the necessary easements for the project to proceed to construction in FY2023.

Urban Engineering has prepared construction plans for various sidewalk and greenway projects for Farragut and Knox County in the past, most notably the Smith Road Sidewalk project currently under construction. We have been pleased with their performance and the quality of their work.

FINANCIAL SECTION:**Project:** Sonja Drive Sidewalk

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$210,000	\$58,975.00	\$0	\$151,025.00

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

PROPOSED MOTION: Approval of professional services agreement with Urban Engineering, Inc., for design of Sonja Drive Sidewalk Extension.

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

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

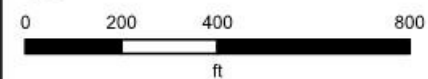


Sonja Drive Sidewalk

Knoxville - Knox County - KUB Geographic Information System



Printed: 2/18/2021 at 5:00:54 PM



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

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: **Sonja Drive Sidewalk Extension**

Location: Sonja Drive from Admiral Road to Orin Road.

Description of Project: Construction drawings approximately 2,900 linear feet of new concrete sidewalk.

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.

1. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: The Contractor will bill monthly on an hourly basis per the attached rate schedule (**Attachment B**) with a 'not to exceed' limit of \$58,975 (12% of the estimated construction cost). 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.

2. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall submit alternatives for the sidewalk location and typical section within 90 days of receiving notice to proceed. Upon approval of the alignment and typical section by Town Staff and Planning Commission, the final deliverables will be produced and submitted to the Town within 90-days.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By:  _____

Printed
Name: Christopher A. Sharp

Title: P.E., President

Date: August 14, 2021



URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS

ATTACHMENT 'A': Description of Services

1. Collect and process boundary and topographic information, as required for design and production of easement documents.
2. Prepare right of way plans so that the Town can obtain sidewalk, slope and temporary construction easements.
3. Prepare construction plans that shall comply with the current Tennessee Department of Transportation (TDOT) standards.
4. The State's Standard Specifications for Road and Bridge Construction (latest edition) shall constitute the technical specifications for calculations of pay items, testing methods and standards of performance for construction procedures.
5. Prepare descriptions for right of way / permanent easement acquisitions.
6. Prepare exhibits for temporary construction / slope easements.
7. Assist the Town in coordinating this project with utility companies.
8. Produce SWPPP and submit to TDEC to attain their coverage.
9. Produce traffic control plans.
10. Attend design review meetings with the Town, as requested.
11. Provide control points and benchmarks for construction staking.
12. Assist the Town in the bidding and construction phases of the project.

EXIIBIT 'B' - HOURLY RATE SCHEDULE

Urban Engineering Hourly Rates Effective January 1, 2021

* Principal Engineer	\$155.00
* GPS Services	\$135.00
* Project Designer	\$95.00
* Cad Operator	\$75.00
* Secretary	\$45.00
* Includes equipment, transportation, computer, and other miscellaneous overhead; reproduction costs of completed plans and specifications provided at cost.	

ESTIMATE OF PROBABLE CONSTRUCTION COSTS					
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	NOTES
CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$15,000.00	\$15,000.00	
CLEARING, GRUBBING AND REMOVAL OF OBSTRUCTIONS	LS	1	\$25,000.00	\$25,000.00	1
ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	LS	1	\$20,000.00	\$20,000.00	
DRAINAGE IMPROVEMENTS	LS	1	\$7,500.00	\$7,500.00	
EROSION CONTROL	LS	1	\$7,500.00	\$7,500.00	
DRIVEWAY REPLACEMENT	SF	14500	\$14.00	\$203,000.00	
5' SIDEWALK, RAMPS AND APPURTENANCES	SF	14500	\$10.00	\$145,000.00	2
TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00	
MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	
EXISTING MID-BLOCK CROSSING	LS	1	\$20,000.00	\$20,000.00	
			Subtotal:	\$468,000.00	
MISCELLANEOUS CONTINGENCY (5%)	LS	1	\$23,400.00	\$23,400.00	3
			Grand Total of Unit Prices:	\$491,400.00	

Footnotes:

1. Includes but is not limited to tree and asphalt removal.
2. 14,500 S.F. (Approx.)
3. Includes but is not limited to handrail, testing, striping and retaining walls (<4')

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Professional Services Agreement from Urban Engineering, Inc. for Design of Evans Road Greenway Connection

INTRODUCTION: The purpose of this item is the approval of a proposal for final design of a greenway connection along the northern side of Evans Road, from the Cottages at Pryse Farm Subdivision to the Farm at Willow Creek Subdivision.

BACKGROUND: The Town's FY2022 Capital Investment Program includes funding for design and acquisition of easements for a greenway connection along the northern side of Evans Road. Once completed, this connection will complete pedestrian access on Evans Road between McFee Road and Virtue Road.

The attached proposal from Urban Engineering outlines the scope of services for preparation of final right of way and construction plans for the project, with a not to exceed limit of \$28,050.00. The proposed schedule includes 90 days for preparation of alternative alignments for review, with another 90 days for completion of final plans after selection of the better alternative. Once plans are completed in Spring of 2022, we will acquire the necessary easements for the project to proceed to construction in FY2023.

Urban Engineering has prepared construction plans for various sidewalk and greenway projects for Farragut and Knox County in the past, most notably the Smith Road Sidewalk project currently under construction. We have been pleased with their performance and the quality of their work.

FINANCIAL SECTION:

Project: Evans Road Greenway Connection

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$60,000	\$28,050.00	\$0	\$31,950.00

Approved By: A. Myers

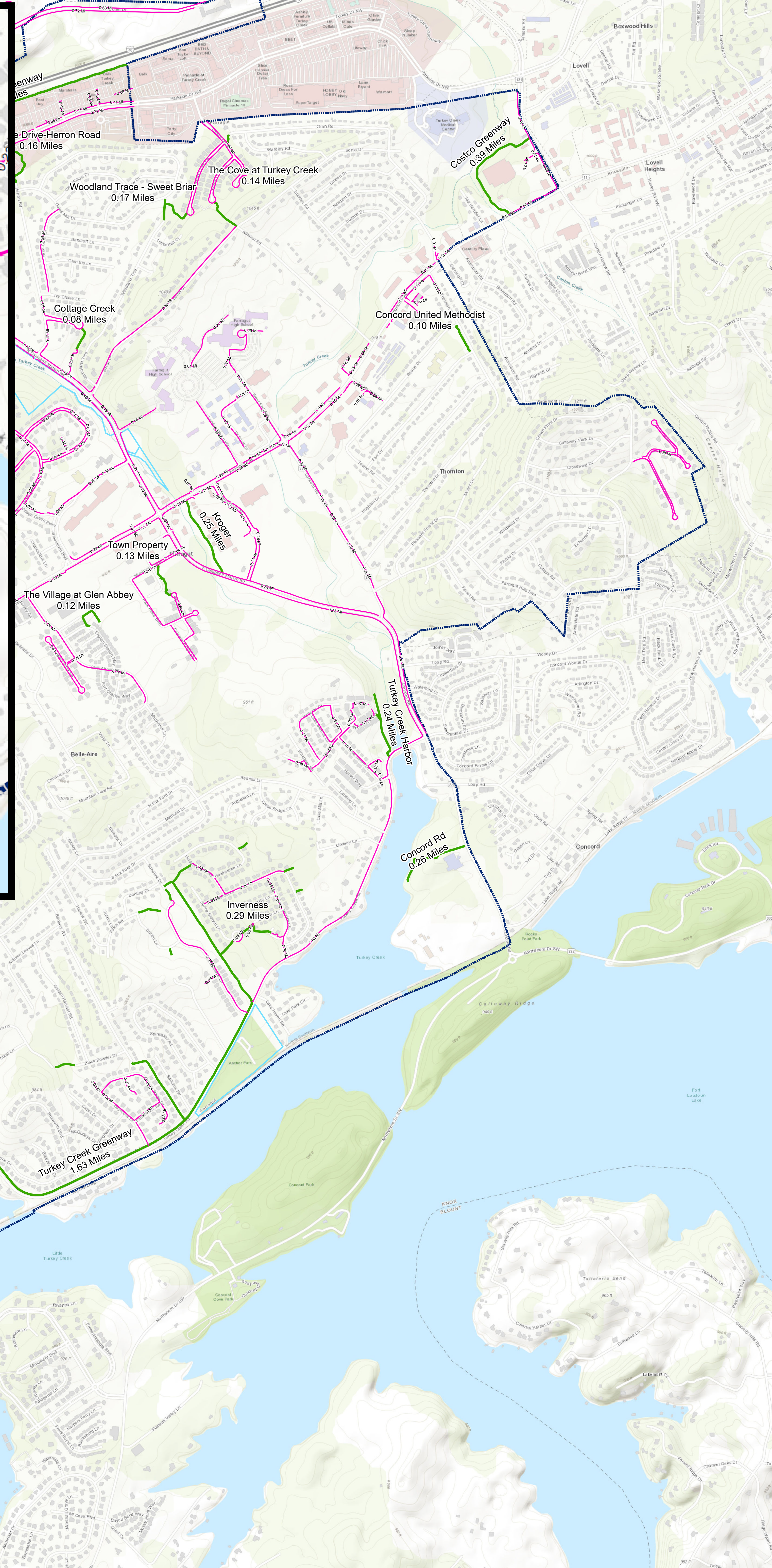
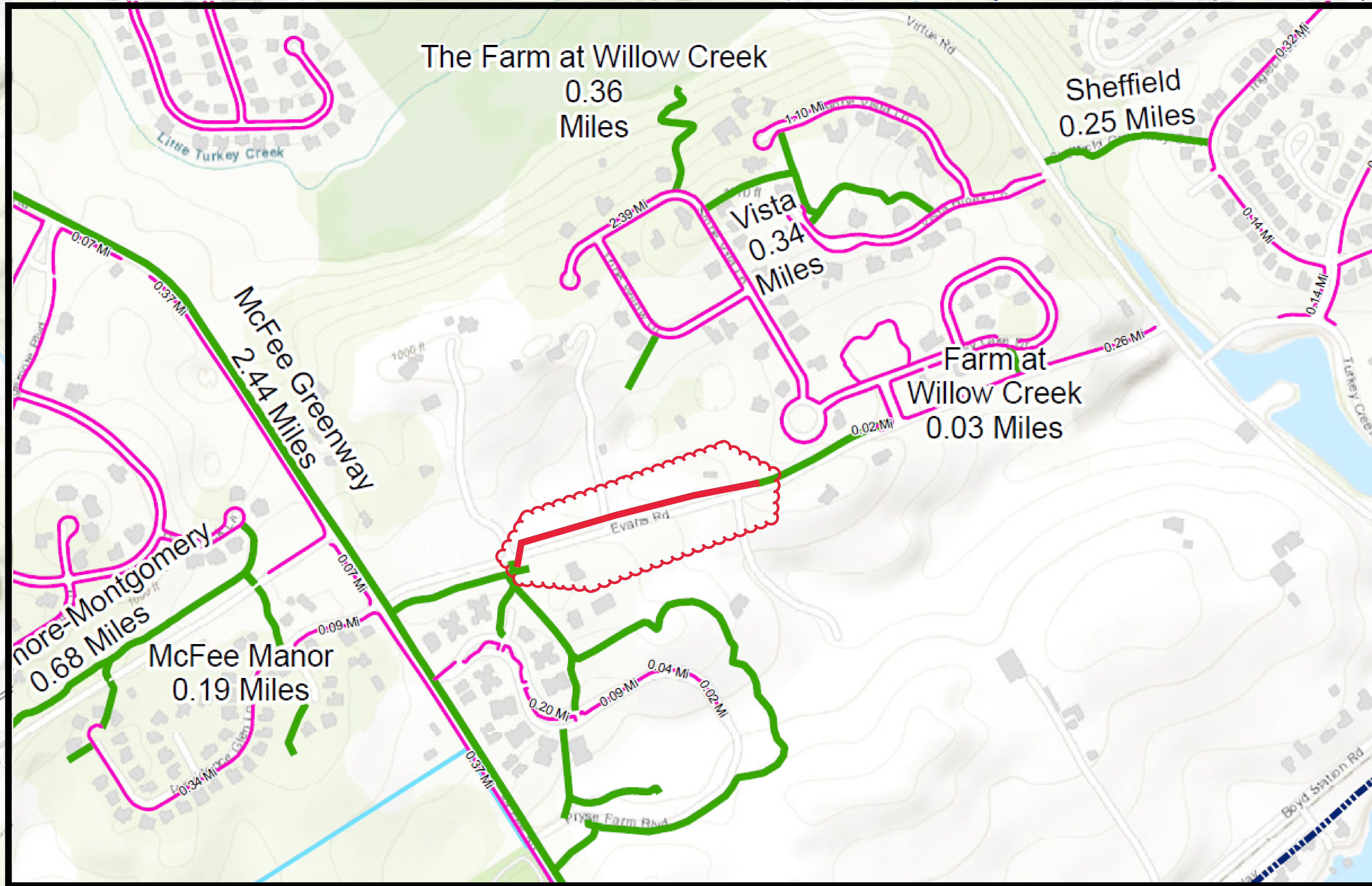
RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of professional services agreement with Urban Engineering, Inc., for design of Evans Road Greenway Connection.

BOARD ACTION:

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

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



1 in = 800 ft

- Legend**
- Sidewalks
 - Greenway
 - Town Limit
 - Town Parks



TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

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

Project: **Evans Road Greenway Extension**

Location: Evans Road Between the Forrester Property S/D and Pryse Farm.

Description of Project: Construction drawings approximately 1,900 linear feet of new asphalt greenway.

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.

1. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: The Contractor will bill monthly on an hourly basis per the attached rate schedule (**Attachment B**) with a 'not to exceed' limit of \$28,050 (15% of the estimated construction cost). 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.

2. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall submit alternatives for the sidewalk location and typical section within 90 days of receiving notice to proceed. Upon approval of the alignment and typical section by Town Staff and Planning Commission, the final deliverables will be produced and submitted to the Town within 90-days.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: 

Printed
Name: Christopher A. Sharp

Title: P.E., President

Date: August 14, 2021



URBAN ENGINEERING, INC.

CIVIL ENGINEERS • LAND PLANNERS

ATTACHMENT 'A': Description of Services

1. Collect and process boundary and topographic information, as required for design and production of easement documents.
2. Prepare right of way plans so that the Town can obtain sidewalk, slope and temporary construction easements.
3. Prepare construction plans that shall comply with the current Tennessee Department of Transportation (TDOT) standards.
4. The State's Standard Specifications for Road and Bridge Construction (latest edition) shall constitute the technical specifications for calculations of pay items, testing methods and standards of performance for construction procedures.
5. Prepare descriptions for right of way / permanent easement acquisitions.
6. Prepare exhibits for temporary construction / slope easements.
7. Assist the Town in coordinating this project with utility companies.
8. Produce SWPPP and submit to TDEC to attain their coverage.
9. Produce traffic control plans.
10. Attend design review meetings with the Town, as requested.
11. Provide control points and benchmarks for construction staking.
12. Assist the Town in the bidding and construction phases of the project.

EXIIBIT 'B' - HOURLY RATE SCHEDULE

Urban Engineering Hourly Rates Effective January 1, 2021

*	Principal Engineer	\$155.00
*	GPS Services	\$135.00
*	Project Designer	\$95.00
*	Cad Operator	\$75.00
*	Secretary	\$45.00
*	Includes equipment, transportation, computer, and other miscellaneous overhead; reproduction costs of completed plans and specifications provided at cost.	

ESTIMATE OF PROBABLE CONSTRUCTION COSTS					
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	NOTES
CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$5,000.00	\$5,000.00	
CLEARING, GRUBBING AND REMOVAL OF OBSTRUCTIONS	LS	1	\$5,000.00	\$5,000.00	1
ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	LS	1	\$7,500.00	\$7,500.00	
MID BLOCK CROSSING	LS	1	\$20,000.00	\$20,000.00	
EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00	
DRIVEWAY REPLACEMENT	SF	250	\$25.00	\$6,250.00	
8' ASPHAL TRAIL	SF	14500	\$7.50	\$108,750.00	
TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	
MOBILIZATION	LS	1	\$7,500.00	\$7,500.00	
			Subtotal:	\$170,000.00	
MISCELLANEOUS CONTINGENCY (10%)	LS	1	\$17,000.00	\$17,000.00	2
			Grand Total of Unit Prices:	\$187,000.00	

Footnotes:

1. Includes but is not limited to tree and asphalt removal.
2. Includes but is not limited to handrail, testing, striping and retaining walls (<4')

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Sue Stuhl, Parks & Recreation Director

SUBJECT: Approval of Resolution R-2021-08, Resolution to adopt a Special Event Co-Sponsorship Policy

DISCUSSION: This resolution will allow the Town Administrator or the Parks & Recreation Director to enter into a contract for a co-sponsored community event facilitated by a non-profit, organization or business. It allows the (organization) facilitator to define if the event is a “family friendly” event and lays out the guidelines that must be followed for any performance or visual content. This contract will be required for any event which uses Town property and/or receives sponsorship funds from the Town.

The resolution allows Town staff to make minor modifications to the contract as suggested by the Town Administrator or his/her designee

RECOMMENDATION BY: Sue Stuhl, Parks & Recreation Director, and David Smoak, Town Administrator for approval.

PROPOSED MOTION: Approve Resolution R-2021-08, allowing the Town Administrator or the Parks and Recreation Director to enter into a contract for a co-sponsored community event.

MOTION BY: _____ **SECONDED BY:**

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



Town of Farragut, Tennessee

RESOLUTION: R-2021-08

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF
THE TOWN OF FARRAGUT AUTHORIZING THE TOWN TO ADOPT A
SPECIAL EVENT CO-SPONSORSHIP POLICY**

WHEREAS, the Farragut community enjoys a variety of special events; and

WHEREAS, the Town encourages partnership in community events and outreach by offering Town property and/or assisting with financial sponsorship for said events; and

WHEREAS, all efforts shall be made for safe and fun events appropriate for the audience as advertised; and

WHEREAS, the Town of Farragut now seeks to adopt a Special Event Co-Sponsorship contract and policy.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee the following:

SECTION 1. Town staff be authorized to administer the Special Event Co-Sponsorship Contract with outside non-profits, organizations, or businesses for community wide special events

SECTION 2. Town staff be authorized to make minor adjustments to the Special Event Co-Sponsorship Contract as advised by the Town Administrator or his designee.

Resolved this 9th day of September 2021.

Ron Williams, Mayor

Allison Myers, Town Recorder



Special Event Co-Sponsorship Contract

This agreement, made this date _____ between the Town of Farragut (hereinafter referred to as the “Town”) and _____ hereinafter referred to as the “Organization”) for the purposes of using the Town facilities and/or serving as a co-sponsor for the below mentioned event.

Name of Event: _____

Date(s) of Event: _____

Location of Event: _____

Time of Actual Event: _____

Total Time for Setup/Cleanup (if using Town property): _____

Type of Event: _____

Intended Audience: Family Friendly* _____; Adult 18+ * _____

Special Provisions/Requests: _____

Town Agrees to Provide the Following:

_____ Venue

_____ Trash Services/Extra Trash Cans

_____ Maintenance Staff During Event

_____ Electrical access

_____ Promotion via social media, website, other

_____ Additional restrooms (Porta-johns)

_____ Security

_____ Other Equipment/Services as referenced here: _____

Organizer Contact Information

Contact Person: _____ Phone (cell): _____

Town of Farragut:	_____	_____
	Printed Name	Title

	Signature	
Organization:	_____	_____
	Printed Name	Title

	Signature	

In exchange for myself or those in my organization being permitted to use the Town of Farragut facilities, it is understood and acknowledged by my signature below that I and/or the individual members of the organization have agreed that they will not hold the Town of Farragut liable for any loss or damage resulting from accidents or injuries sustained to person or property, or from theft of property which may occur during use of the facilities of the Town of Farragut.

By signing below, I acknowledge that I understand and/or have informed the organization of the terms and conditions spelled out herein upon which the Town of Farragut has consented to the use of the facilities and/or sponsorship; and that I and/or the members of the organization have agreed to those terms and conditions and authorized me to sign on their behalf.

By signing below, I and/or those in my organization agree that they will report any accidents, incidents or deficiencies with any Town-owned physical facility during the event to the Town of Farragut staff person on duty or if staff is not present, will report the accident, incident or deficiency within 24 hours to the Risk Management Coordinator at the Farragut Town Hall, 865-966-7057.

By signing below, I acknowledge that I have read and understand the Policies. By signing below, I acknowledge that I have read and understand the attached Rules and Regulations if using Town facilities.

Signature: _____ Date: _____