

REGULAR MEETING – KINGSTON WATER BOARD
TUESDAY, AUGUST 14, 2018
KINGSTON CITY HALL

The Regular Meeting of the Kingston Water Board was held on Tuesday, August 14, 2018. Chairman Neal called the meeting to order with the following members present upon roll call: Member Brown, Vice Chairman Childs, Member Humphreys, Member Stockton, Member White, Member Wright and Chairman Neal.

PREVIOUS MINUTES

A motion made by Member White, second by Member Humphreys to waive the reading and approve the amended minutes of the regular meeting on July 10, 2018 to include the items listed as 1, 2, and 3 as Member Brown stated the items listed by number should be defined in the minutes.

The motion passed with a unanimous roll call vote. 7 Ayes

Citizen Comments – None

Board Comments – Member Brown commented on the recent water leak and interstate repair work.

UTILITY DIRECTOR'S REPORT – Mr. Bolling reported Insituform has completed the cure in place work; request for outside City sewer will be upcoming; TAUD Leadership Conference in November; and spoke about our water loss of only 13 percent.

New Business –

1. Authorize Chairman to Execute an Agreement with J.R. Wauford for Engineering Services for the Galilean Road Water Line Extension

A motion was made to Authorize Chairman to Execute an Agreement with J.R. Wauford for Engineering Services for the Galilean Road Water Line Extension by Member Wright, second by Member White

The motion passed with a unanimous roll call vote. 7 Ayes

Chairman Neal adjourned the meeting.

APPROVED September 11, 2018



Timothy Neal, Chairman

ATTEST:



City Clerk

AGREEMENT FOR ENGINEERING SERVICES
GALILEAN ROAD WATER LINE EXTENSION
KINGSTON, TENNESSEE

THIS AGREEMENT made this 14th day of August, 2018, by and between the CITY OF KINGSTON, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY CONSULTING ENGINEERS, INC., a Tennessee Corporation, hereinafter called the ENGINEER.

WITNESSETH, that the OWNER is desirous of implementing a project to provide water service to the residents of parts of Galilean Road and Youngs Creek Way, and

WITNESSETH, that the OWNER is desirous of employing the ENGINEER to design a new water line to serve the Galilean Road and Youngs Creek Way residents as depicted in the drawing attached to this AGREEMENT as Attachment No. 1 including the preparation of plans and the preparation of necessary permit applications.

NOW, THEREFORE the OWNER and the ENGINEER agree that for and in consideration of the compensation stipulated herein the ENGINEER agrees to perform the work described hereinafter:

1. DESIGN

a. Scope of Work

The work to be performed as part of this AGREEMENT consists of the preparation of plans for the OWNERS's use in self-performing the installation of the following work:

- (1) Approximately 6,000 L.F. of 6-inch water line along Galilean Road between High Point Orchard Road and Youngs Creek Way, and extending to the end of Youngs Creek Way.

The Design Phase shall consist of the following:

- (1) Review preliminary routes with the OWNER,
- (2) Conduct a field survey of the water line route,
- (3) Prepare draft plans,

- (4) Conduct coordination meetings with OWNER at the 50 percent and 90 percent draft plans stage regarding constructability and impacts to property owners,
- (5) Submit final plans to OWNER and the Tennessee Department of Environment and Conservation, Division of Water Resources,
- (6) Submit .pdf and .dwg electronic versions of plans and specifications to OWNER,
- (7) Prepare Storm Water Pollution Prevention Plan (SWPPP) and Aquatic Resources Alteration Permit (ARAP) application if required and submit to the Tennessee Department of Environment and Conservation.

The ENGINEER shall perform the necessary field surveys (using Tennessee State Plane Coordinate System), perform design calculations and prepare the Plans. The ENGINEER shall consult with the OWNER giving the OWNER the opportunity to comment on the design and to request changes before said design becomes final.

The Plans prepared by the ENGINEER shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The lines proposed herein are planned to be installed within existing road rights-of-way and no easements are believed to be required.

The Plans furnished by the ENGINEER shall be approvable by the OWNER, the OWNER's Attorney and the Tennessee Department of Environment and Conservation (STATE). Approval by the OWNER and the OWNER'S Attorney shall not be unreasonably withheld.

The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans as may be required by the STATE without additional charge.

b. Compensation

The total for the work performed under Paragraph 1. DESIGN is NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500) as described hereinafter.

(1) Preliminary Layout and Field Engineering Survey

The OWNER agrees to pay the ENGINEER the Lump Sum amount of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) for the field engineering survey work performed under this paragraph upon presentation of monthly invoices by the ENGINEER.

(2) Preparation of Plans

The OWNER agrees to pay the ENGINEER the Lump Sum amount of FIVE THOUSAND DOLLARS (\$5,000) for the preparation of plans performed under this paragraph upon presentation of monthly invoices by the ENGINEER.

2. ADVERTISING AND AWARD

The OWNER proposes to install the work described herein using in-house forces and does not require services related to advertising and award.

3. ENGINEERING SERVICES DURING CONSTRUCTION

The OWNER proposes to install the work described herein using in-house forces and does not require engineering services during construction.

4. EXCLUSIONS

The ENGINEER shall not and will not be considered in charge of or responsible for acts of the OWNER(s)' methods of construction, construction, construction progress, construction forces or equipment, or OSHA safety procedures.

No inclusion or allowance is made for boundary surveys requiring the stamp of a registered land surveyor or acquisition documents.

5. OWNER'S RESPONSIBILITIES

The OWNER will furnish "As-Built" plans of its existing facilities for the ENGINEER's use.

The OWNER will furnish access to all lands required for surveying and/or investigative work.

The OWNER will verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.

The OWNER will furnish liaison with and will be responsible for securing permits, licenses or other approvals from local and State utilities including electric, gas, and telephone.

The OWNER will obtain any special property surveys required for acquisition of sites and/or easements.

The OWNER will pay permit fees and plans review fees charged by regulatory agencies.

6. OWNERSHIP OF DOCUMENTS

Plans as instruments of service are the property of the ENGINEER whether the work for which they are made be executed or not, and shall not be used on other work except by agreement with the ENGINEER.

7. TERMINATION BY OWNER

The OWNER may terminate this AGREEMENT for its convenience upon 30 days written notice to the ENGINEER by the payment to the ENGINEER by the method set forth in Attachment No. 2 for any and all work performed by the ENGINEER for the OWNER up to the date of termination, not to exceed the total lump sum fee for the design.

8. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the work or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

9. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT will be:

OWNER: David L. Bolling
City Manager
City of Kingston
900 Waterford Place
Kingston, Tennessee 37763
(865) 376-6584

The designated representative of the ENGINEER empowered to receive all correspondence, instructions and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT will be:

ENGINEER: Scott B. Carroll, P.E.
Manager – East Tennessee Office
J. R. Wauford & Company
Consulting Engineers, Inc.
908 West Broadway Avenue
Maryville, Tennessee 37801
(865) 984-9638

The OWNER and the ENGINEER each binds itself, its successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT. This shall not be construed so as to prohibit the ENGINEER from employing such specialists as the ENGINEER may deem necessary.

Except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without written consent of the other.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year above written.

ENGINEER:

J. R. WAUFORD & COMPANY
CONSULTING ENGINEERS, INC.

OWNER:

CITY OF KINGSTON, TENNESSEE

BY:



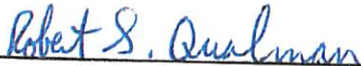
J. Gregory Davenport, P.E.
President

BY:



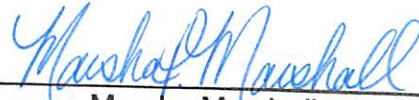
Timothy F. Neal
Mayor

ATTEST:



Robert S. Qualman, P.E.
Corporate Secretary

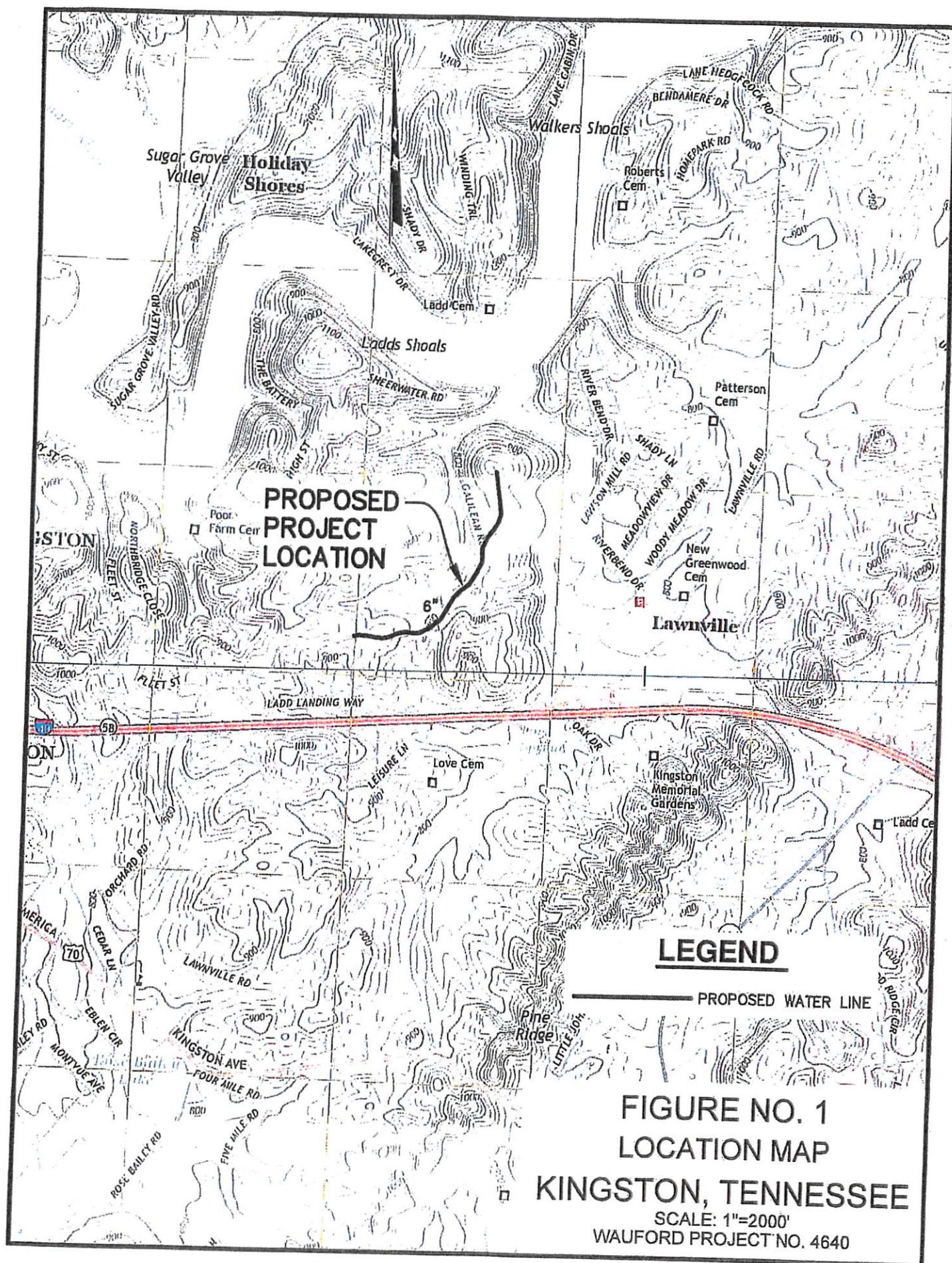
ATTEST:



Marsha Marshall
City Clerk

Attachments:

- Attachment No. 1: Figure No. 1: Proposed Water Lines
Attachment No. 2: Engineer's Standard Charges dated January 1, 2018



Attachment No. 2

STANDARD CHARGES

(for services performed by our firm on
projects not covered by formal contract)

Effective January 1, 2018

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-17. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

- A. Travel by private vehicle at the rate approved by the IRS.
- B. Travel by scheduled airline or charter plane at cost.
- C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.
- D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.
- E. Mobile phone bills for resident observers and surveyors.
- F. Other consultant fees as approved by client.

18-109 Acceptance of previously installed privately owned water lines. Each request shall be formalized with a written application, and the acceptance of previously installed privately owned water lines must be approved by the Water Board. The property to be served must adjoin a publicly maintained road, or the property owner must submit to the city the following:

1. A plat prepared by a licensed surveyor showing an easement of at least 15 feet in width
2. A title opinion showing ownership of the property to be burdened by easement
3. Agreement that the easement will remain exclusive and unobstructed

Prior to acceptance, the property owner shall have the proposed easement flagged and cleared of any obstructions, debris, brush, etc., and provide to the City no fewer than two (2) sets of as built drawings, a complete list of all materials used (which must meet AWWA standards) and agree to the performing of pressurization testing by the Kingston Water Department. No previously installed water lines of less than 2" shall be accepted, and all lines must serve a minimum of three (3) customers, and no more than six (6). Lots of five (5) acres or less are regulated by the subdivision regulations of the Kingston Regional Planning Commission and are not applicable to this ordinance.