



Farragut Board of Mayor & Aldermen Meeting
Thursday, May 28, 2026 at **6:00 PM**

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

- I. Roll Call, Silent Prayer, Pledge of Allegiance
- II. Approval of Agenda
- III. Approval of Minutes
 - A. May 14, 2026 Minutes
- IV. Mayor's Report
- V. Ordinances & Resolutions
 - A. Ordinances
 1. First Reading
 - a. Approval of Ordinance 26-12, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10.
 2. Second Reading & Public Hearing
 - a. Approval of Ordinance 26-11, ordinance on second reading adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026 and ending June 30, 2027
 - B. Resolutions
 1. Approval of Resolution R-26-08, Fiscal Year 2027 Fee Schedule
- VI. Business Items
 - A. Approval of Award of Contract 2026-29 Campbell Station Road / Jamestowne

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It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status 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

Boulevard Intersection Improvements to Stansell Electric Company, Inc.

- B. Approval of Change Orders 1, 2, and 3 to contract 2026-16 for the construction of McFee Park Dog Park

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

X. Adjournment

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

Public Participation Guidelines for Farragut Board of Mayor and Aldermen 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 three (3) minutes to speak on his/her topic.

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to discussion and consideration of the specific agenda item.

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting 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. 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 it 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 three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of view are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.
7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will 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 three (3) 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.

Tennessee Code Annotated 39-17-306. Disrupting meetings or processions.

1. A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.
2. A violation of this section is a Class A misdemeanor.



**Town of Farragut, Tennessee
Farragut Board of Mayor & Aldermen
Meeting**

Farragut Town Hall
11408 Municipal Center Drive
Thursday, May 14, 2026 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

II. Approval of Agenda

Motion was made to approve the May 14, 2026, Board of Mayor and Aldermen meeting agenda. Moved by Alderman Cain, seconded by Alderman LaCroix; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion .

III. Approval of Minutes

A. May 7, 2026 Special Called Meeting

Motion was made to approve the May 7, 2026, Special Called Board of Mayor and Aldermen Meeting minutes. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

IV. Mayor's Report

Town Administrator David Smoak provided the Board with an update regarding the sewer spillage issue on North Fork Turkey Creek.

Alderman Burnette inquired about any damage caused by the spill and discussed the possibility of requesting assistance from First Utility District (FUD) and the Tennessee Department of Environment and Conservation (TDEC) to address the health of the stream.

Alderman Cain asked whether FUD or TDEC had discussed any remediation plans to be implemented once the issue is resolved.

Mayor Williams expressed concerns regarding trees being removed during the construction of the upgraded sewer line and emphasized the importance of ensuring the affected areas are properly restored.

A. Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month Proclamation

Alderman LaCroix read the proclamation for Ehlers-Danlos Syndromes and

Hypermobility Spectrum Disorders Awareness Month.

B. Frank Galbraith Official Town of Farragut Historian Proclamation

Historic Resources Coordinator Kristy Vining read the proclamation recognizing Frank Galbraith as the Official Town Historian for the Town of Farragut.

C. 2026 International Museum Day Proclamation

Historic Resources Coordinator Kristy Vining read the proclamation for the 2026 International Museum Day.

D. Dot LaMarche Proclamation

Mayor Williams read the proclamation honoring Dot LaMarche, longtime resident of Farragut, on her 90th birthday.

V. Ordinances & Resolutions

A. Ordinances

1. First Reading

- a. Approval of Ordinance 26-11, ordinance on first reading adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026 and ending June 30, 2027

Motion was made to approve Ordinance 26-11 on first reading adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026, and ending June 30, 2027. Moved by Alderman Burnette, seconded by Alderman LaCroix.

Candace Viox - 11045 Farragut Hills

After hearing comments from citizen and Farragut Business Alliance representative Candace Viox, Alderman Burnette amended his motion to approve Ordinance 26-11 on first reading, adopting the annual budget for the Town of Farragut for the fiscal year beginning July 1, 2026, and ending June 30, 2027, to include an additional \$15,000 to the Farragut Business Alliance budget. Alderman LaCroix amended his second accordingly. Voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

Joey Ruffalo - 11319 Campbell Lakes Drive
Kim Parks - 10701 Farragut Hills Boulevard

2. Second Reading & Public Hearing

- a. Approval of Ordinance 26-07, an Ordinance of the Town of Farragut, Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Motion was made to approve Ordinance 26-07, an Ordinance of the Town of Farragut,

Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

VI. Business Items

- A. Approval of Professional Services Agreement with AECOM Technical Services, Inc. for Geographic Information System services

Motion was made to to approve the Professional Services Agreement with AECOM Technical Services, Inc. for Geographic Information System services. Moved by Alderman LaCroix, seconded by Alderman Cain; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

- B. Approval of Professional Services Agreement with JMT, Inc. for Right of Way (ROW) Acquisition Services for the Virtue Road Phase II Multi-Modal Improvements Project

Motion was made to to approve the Professional Services Agreement with JMT, Inc. for ROW acquisition services for the Virtue Road Phase II Multi-Modal Improvements project. Moved by Alderman LaCroix, seconded by Alderman Cain; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

- C. Approval of Professional Services Agreement for McFee Road Property Master Plan

Alderman Burnette advised the Board that the Parks & Athletics Committee unanimously supported the Professional Services Agreement for RFQ 2026-23, Master Plan for the 70-Acre McFee Road Property located at McFee and Boyd Station Roads.

Motion was made to to approve Professional Services Agreement RFQ 2026-23 for Master Plan for the 70-Acre McFee Road Property at McFee and Boyd Station Roads. Moved by Alderman Burnette, seconded by Alderman LaCroix; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

- D. Approval of Contract 2026-26 Construction of Restroom Facility at McFee Park - Dog Park

Motion was made to to approve contract number 2026-26 for \$252,800 plus 10% contingency with Skilled Services LLC. to Construct the Restroom Facility at McFee Park - Dog Park. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

- E. Approval of a Statement of Work (SOW) for Canon U.S.A., Inc., to perform document scanning services for wide format plans for an amount not to exceed \$30,000

Motion was made to to approve the SOW with Canon U.S.A., Inc. for document scanning services for an amount not to exceed \$30,000. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Alderman Burnette, Alderman Cain, Alderman LaCroix, Mayor Williams; voting nay, None; motion Passed.

VII. Citizens Forum

The Board discussed concerns regarding the sewer leakage into the creek adjacent to Founders Park and directed Town Administrator David Smoak to coordinate with the Town's Stormwater Engineer, Cliff Mann, to determine appropriate measures the Town could take to assist in remedying the situation and addressing cleanup concerns.

David Nelson - 344 Dominion Circle
Matthew Rekers - 352 Dominion Circle
Jeremy Brewster - 12610 Brass Lantern Lane
Kim Parks - 10701 Farragut Hills Boulevard

VIII. Town Administrator's Report

Town Administrator David Smoak reviewed the FY26 budget line item transfers with the board. They are as follows:

1. Transfer of \$10,500 from Account Number 110-41670-2720 to Account Number 110-41670-2640 for Traffic Signal Maintenance
2. Transfer of \$8,000 from Account Number 110-44400-3290 to Account Number 110-41800-2660 for Town Hall Building Maintenance
3. Transfer of \$8,000 from Account Number 110-44790-3290 to Account Number 110-41800-2660 for Town Hall Building Maintenance
4. Transfer of \$7,500 from Account Number 110-41700-3620 to Account Number 110-41800-2660 for Town Hall Building Maintenance
5. Transfer of \$3,200 from Account Number 110-41530-2560 to Account Number 110-41800-2660 for Town Hall Building Maintenance
6. Transfer of \$5,000 from Account Number 110-41700-3620 to Account Number 110-41700-1230 for Overtime
7. Transfer of \$2,300 from Account Number 110-44790-3310 to Account Number 110-44700-3310 for Park Attendance Gas
8. Transfer of \$500 from Account Number 110-44800-2310 to Account Number 110-44200-3050 for Arts & Beautification Committee
9. Transfer of \$4,000 from Account Number 11044700-2310 and \$11,500 from Account Number 110-44700-3190 for CC Programs
10. Transfer of \$500 from Account Number 122-44520-3610 to Account Number 122-44520-2350 for Dues and Subscriptions
11. Transfer of \$4,000 from Account Number 122-47210-1110 to Account Number 122-44520-1110 for Museum Regular Employee Wages

Town Administrator David Smoak also advised the board of the upcoming Chalk the Park event on Saturday, May 16, 2026.

IX. Town Attorney's Report

Tom Hale advised the Board that the Tennessee Department of Environment and Conservation has the legal authority to address the sewer spillage issue and that remediation efforts would take time to complete. He further explained that the remediation process would involve both correcting the water contamination and restoring the surrounding affected area to proper standards. The Board acknowledged the concerns expressed by citizens and discussed pursuing the most effective solution to remedy the issue.

X. Adjournment

The meeting adjourned at 7:52 PM.

Ron Williams, Mayor

Hailey Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Tessa Cortes, Finance Director - Treasurer

Subject: Approval of Ordinance 26-12, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10.

Introduction & Background: The purpose of this agenda item is to approve Ordinance 26-12 to amend the Capital Investment Program Fund for additional expenses related to the ERP Software Implementation Project.

Discussion & Recommendations: The original budget for the ERP Software Implementation totaled \$160,000 and was intended to cover all anticipated implementation costs. During the implementation process, additional unforeseen expenses were incurred, including GovSense consultant travel and the purchase of supplemental user licenses that were not included in the original scope. To properly account for these costs, a budget amendment is required to transfer \$8,000 from CIP Reserves to CIP Expenditures.

Account Number: 310-41640-9450

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$160,000	\$8,000	\$158,537	\$9,463

Account Number: CIP Available Fund Balance

<u>FY26 Amended Budget</u>	<u>Requested Amount</u>	<u>FY26 Amended Budget</u>
\$3,881,122.08	\$8,000	\$3,873,122.08

Account Number: CIP Expenditures

<u>FY26 Amended Budget</u>	<u>Requested Amount</u>	<u>FY26 Amended Budget</u>
\$25,018,709.92	\$8,000	\$25,026,709.92

Approved By: Tessa Cortes

Recommended By: Tessa Cortes, Finance Director - Treasurer for approval.

Proposed Motion: To approve Ordinance 26-12 on first reading.

ORDINANCE 26-12
PREPARED BY Cortes
1ST READING May 28, 2026
2ND READING June 11, 2026
PUBLISHED IN Farragut Press
DATE

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE
FISCAL YEAR 2025-2026 CAPITAL INVESTMENT FUND BUDGET, PASSED BY
ORDINANCE 25-10

WHEREAS, the Town of Farragut adopted the fiscal year 2025-26 budget by passage of Ordinance Number 25-10 on June 26, 2025; and

WHEREAS, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, expenses will be greater than budgeted in the Capital Investment Fund budget; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2025-2026 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 25-10 is hereby amended by:

The **Capital Investment Program (CIP) Budget** will be amended to increase expenditures from \$25,018,709.92 to \$25,026,709.92 reflecting an increase of \$8,000. This adjustment accounts for costs related to the ERP Software Implementation Project which were paid for in fiscal year 2025-26. The amendment will be funded through the CIP fund balance.

SECTION 2. The Board of Mayor and Aldermen authorize the Finance Director to make said changes in the accounting system.

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

Ron Williams, Mayor

Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN**Prepared By:** David Smoak, Town Administrator**Subject:** Approval of Ordinance 26-11, ordinance on second reading adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026 and ending June 30, 2027**Introduction & Background:** The purpose of this agenda item is to approve Ordinance 26-11 on second and final reading, adopting the annual budget for the Town of Farragut for the Fiscal Year beginning July 1, 2026 and ending June 30, 2027.**Discussion & Recommendations:** The planning for the fiscal year end 2026 and projected 2027 budget that starts on July 1 has been in process since December 2025 when town staff began the strategic planning process for the year and the Board of Mayor and Aldermen set out its priorities in January 2026. This year our local economy has continued to be resilient and is reflected through positive sales tax growth in the current fiscal year and continued residential and commercial development in FY2026 that will continue throughout FY2027.**CHANGES BETWEEN FIRST & SECOND READING****General Fund Amendments:**

- **Economic Development** - Additional travel and training budget \$5,000
- **Economic Development** - Additional money for Farragut Business Alliance \$15,000
- **Information Technology** - Additional ERP Software annual maintenance costs \$5,000
- **Information Technology** - Fire Inspection Software \$1,500
- **Community Development** - Additional money to complete scanning project \$30,000
- **Communications** - Additional text base subscription costs \$4,000
- **General Government** - Additional contingency for major building repairs \$100,000
- **All Departments** - Long-term Disability, Dental Insurance, and Group Life/Add Insurance increases \$10,700

Total Increase in Expenditures: \$171,200**Capital Investment Program Fund Amendments:**

- **Red Mill Dam Project** - Additional Budget \$15,000

Total Increase in Expenditures: \$15,000**ADA Capital Projects Fund**

- **ADA Improvements** - Additional budget for improvements \$150,000

Total Increase in Expenditures: \$150,000

GENERAL FUND

The proposed year-end FY2026 General Fund revenues are estimated at \$18,601,382, with expenditures of \$11,742,961. This year-end estimate accounts for a 4.4% increase in general fund revenue from the FY26 budget, with the largest contributor to that increase being interest earnings on reserves. The proposed FY2027 General Fund revenues are \$19,225,404, due to projected increases in local sales tax and state sales tax. Local sales tax revenue is estimated to increase 2.5% from FY26 estimated end-of-year projection to \$11,032,897. This revenue source accounts for 57.3% of the Town’s total general fund revenue. A second major revenue source is State Sales Tax. This tax is distributed from the State of Tennessee to local governments and is based on the Farragut population base, which is currently estimated at 25,242 according to the Tennessee State Data Center. Total FY27 proposed revenue in State Sales Tax is \$3,300,000. Overall, FY2027 General Fund revenues are projected to increase 7.9% over the budget for FY2026.

General Fund Expenditures for FY2027 are proposed at \$13,331,259, which is an 9.6% increase over the FY2026 budget. All employee salary ranges would adjust with the implementation of a 3% COLA, and employees could also be eligible for up to a 3% merit package based on their performance evaluation. The cost to implement the COLA and merit package for personnel is \$396,000. The budget also includes higher expenses for employee health insurance that are estimated to cost an additional 7% over FY26 for an increase of \$106,520. To offset these rising costs, the employer/employee contribution split will change from 90%/10% to 88%/12%. This adjustment will reduce this overall health insurance increase to the budget by \$34,584. The overall increase for COLA, merit and employee health insurance is estimated at \$467,936. For FY27, the Town Administrator is proposing a series of program changes that includes new positions, reclassification of positions, and pay adjustments. These changes are designed to support service delivery demands, organizational alignment and operational efficiency across departments. The proposed personnel changes include:

Position Addition or Change	Budget Impact
Economic Development Coordinator	\$115,936
IT Manager to IT Director	\$13,467
Part Time IT Technician	\$41,007
Plans Examiner	\$126,314
Reclass of Traffic Signal Technician	\$11,430
Park Maintenance Technician I	\$74,909
Part Time Park Maintenance Tech to Seasonal Tech	(\$5,574)
Part Time Tourism Attendant	\$19,502
Part Time Museum Attendant	\$27,394
Lead Rec & Event Attendant to Rec & Event Program Coordinator	\$6,745
Total Budget Impact	\$431,130

The overall General Fund budget projects \$5.9 million in revenues over expenditures for FY27. The budget funds the rainy-day fund at a total of \$4 million, with an assigned fund balance of \$7 million and an available projected fund balance at the end of the FY27 budget year to be \$22.4 million.

STATE STREET FUND

The State Street Aid Fund has projected revenues of \$1,050,400 and estimated expenditures of \$2,283,000. This fund is primarily used to resurface streets in the Town of Farragut. With energy prices remaining high due to the current conflict in the Middle East, the number of lane miles the town can repave will require additional funding to keep pace with our historical average. Based on current funding, approximately 13 lane miles are projected to be repaved in the next repaving schedule. At the end of the FY27 budget there will be an estimated \$1,261,513 in fund balance.

TOURISM FUND

The Tourism Fund is a special revenue fund where the primary source of funding comes from the 3% occupancy tax on hotel night stays by visitors to the local Farragut hotels. Revenues from hotel stays have remained consistent due to the heavy travel volume along the I-75/I-40 corridor and the convenient shopping and entertainment in the area, with estimated revenues for FY27 at \$612,549. In FY27 the Tourism Fund is receiving ARPA grant funds from the State of Tennessee of \$21,249, which will be utilized for additional marketing and promotional opportunities for the tourism program. The Tourism Fund this year has two large initiatives that are being funded, including the purchase of a portable stage for events and phase two of the wayfinding program for a total budget of \$498,000. The Farragut Museum has seen a steady increase in visitors this past year with new programming initiatives and special exhibits bringing interest in the history of the Farragut area. Total projected expenditures in FY27 are \$122,963. Proposed Tourism Fund expenditures for FY27 are \$1,200,984, with an ending fund balance of \$335,041.

EQUIPMENT REPLACEMENT FUND

The Equipment Replacement Fund provides a long-term plan for equipment and vehicle replacement and has projected expenditures of \$265,000 in FY27 and a transfer from the general fund of \$235,000. There will be an estimated fund balance in the Equipment Replacement fund of \$1,294,226 at the end of FY27.

ADA CAPITAL PROJECTS FUND

The ADA Capital Projects Fund does not have any major projects planned for FY2027. Since developing the Town's ADA Transition Plan in 2018, the Town has made improvements to Anchor Park, Mayor Bob Leonard Park, Town Hall improvements and dozens of curb ramps as street resurfacing projects are completed. There are more proposed curb ramps to be replaced in FY2027 to be brought into compliance with ADA standards. There is a proposed \$150,000 transfer from the General Fund and a proposed \$150,000 of expenditures to the ADA Fund in FY2027, with a projected fund balance of \$941,951.

CAPITAL INVESTMENT PROGRAM FUND

The Capital Investment Program (CIP) Fund budget has a total of \$8,793,000 in projects planned to get underway in FY27. These projects include Enterprise Resource Planning software upgrades for Community Development; upgrades to various park facilities; design and engineering for improvements to McFee Road and the entrance to the McFee Road property; construction of improvements to various streets and crosswalks for the new Farragut Elementary School; intersection improvements at Grigsby Chapel Road/St. John Court; construction of a roundabout at Watt Road at the southern entrance to Mayor Bob Leonard Park; and adaptive traffic signal upgrades throughout Farragut. Revenues for the CIP come from Town resources in the form of a \$7,000,000 transfer from the General Fund, \$1,078,000 from CIP Reserves, and \$600,000 from federal and/or state matching grants. Overall, the FY2027 projected available fund

balance is \$13,265,451.

INSURANCE FUND

The Insurance Fund includes funding for retiree health insurance and annual leave disbursements at an employee's retirement date. There are no budget transfers from the General Fund proposed in the FY27 budget. Expenditures are projected to be \$138,400, with an available fund balance of \$222,500.

The FY2027 budget aligns with the Town of Farragut strategic plan of Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalks and Recreation Programs; Enhancing the Town's Financial Position; Collaborating at a Local, State and Federal level; Supporting and Caring for our Team; and Advancing a High-Quality and Well-Maintained Community. The FY2027 budget will allow the Town of Farragut to continue providing exceptional service to our community while living well within our projected revenues and maintaining a healthy fund balance.

Recommended By:

David Smoak, Town Administrator for approval.

Proposed Motion:

Approval of Ordinance 26-11, ordinance on second reading, adopting the annual budget for the Town of Farragut for Fiscal Year beginning July 1, 2026, and ending June 30, 2027

ORDINANCE 26-10
PREPARED BY Smoak
1ST READING May 14, 2026
2nd READING May 28, 2026
PUBLISHED IN Farragut Press
DATE April 30, 2026

**AN ORDINANCE OF THE
TOWN OF FARRAGUT, TENNESSEE
ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF FARRAGUT, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Local Taxes	\$ 10,899,674	\$ 10,763,802	\$ 11,032,897
State Sales Tax	2,958,707	2,910,000	3,300,000
Wholesale Beer, Liquor & Mixed Drink Tax	1,680,536	1,670,800	1,715,000
Intergovernmental	842,848	783,445	765,045
Building Permits & Licenses	793,835	672,000	689,400
Recreation Fees	513,816	480,100	495,000
Traffic Enforcement Program & Fines	32,448	64,000	64,000
Rent	182,974	156,203	161,962
Miscellaneous	1,355,760	1,101,032	1,002,100
Total Revenues and Other Financing Sources	\$ 19,260,598	\$ 18,601,382	\$ 19,225,404
Appropriations			
Expenditures			
Legislative	\$ 30,610	\$ 47,110	\$ 67,350
Town Court	53,585	52,615	66,258
Administration	684,196	769,214	852,291
Finance	475,838	525,689	502,356
Information Technology	620,564	852,151	1,108,679
Human Resources	289,964	451,286	524,662
Communications	222,059	239,869	298,752
Engineering	908,137	1,048,053	1,131,769
Community Development	1,254,805	1,382,319	1,708,216
General Government	269,131	378,550	487,550
Public Works	1,758,149	2,283,905	2,324,983
Non-Departmental	779,457	707,200	915,200
Community Center	568,713	639,350	730,302
Parks Department	1,890,066	2,262,150	2,367,242
Economic Development	112,500	103,500	245,648
Other Financing Uses			
Transfers Out - to other funds	7,675,000	6,375,000	7,385,000
Total Appropriations	\$ 17,592,774	\$ 18,117,961	\$ 20,716,258
Change in Fund Balance (Revenues - Appropriations)	1,667,824	483,421	(1,490,854)
Beginning Fund Balance July 1	32,722,861	34,390,685	34,874,106
Ending Fund Balance June 30	\$ 34,390,685	\$ 34,874,106	\$ 33,383,252
Ending Fund Balance as a % of Total Appropriations	195.5%	192.5%	161.1%
Number of FTE Employees	83	73	77

STATE STREET AID FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
State Gas and Motor Fuel Taxes	\$ 823,644	\$ 850,917	\$ 928,000
Interest Earnings	142,336	120,000	122,400
Other Financing Sources			
Transfers In - from other funds	1,500,000	-	-
Total Revenues and Other Financing Sources	\$ 2,465,980	\$ 970,917	\$ 1,050,400
Appropriations			
Road & Sidewalk Maintenance	\$ 1,490,877	\$ 2,294,754	\$ 2,283,000
Total Appropriations	\$ 1,490,877	\$ 2,294,754	\$ 2,283,000
Change in Fund Balance (Revenues - Appropriations)	975,103	(1,323,837)	(1,232,600)
Beginning Fund Balance July 1	2,842,847	3,817,950	2,494,113
Ending Fund Balance June 30	\$ 3,817,950	\$ 2,494,113	\$ 1,261,513
Ending Fund Balance as a % of Total Appropriations	256.1%	108.7%	55.3%

TOURISM FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Room Occupancy	\$ 536,280	\$ 555,000	\$ 557,000
Event Tickets/Fees	10,486	-	-
Interest Earnings	53,953	50,000	30,000
Museum & Gift Shop Revenue	-	2,800	4,300
ARPA Grant Funding	33,318	47,500	21,249
Total Revenues and Other Financing Sources	\$ 634,037	\$ 655,300	\$ 612,549
Appropriations			
Tourism	\$ 474,461	\$ 900,626	\$ 1,078,021
Farragut Museum	36,910	54,625	122,963
Total Appropriations	\$ 511,371	\$ 955,251	\$ 1,200,984
Change in Fund Balance (Revenues - Appropriations)	122,666	(299,951)	(588,435)
Beginning Fund Balance July 1	1,100,761	1,223,427	923,476
Ending Fund Balance June 30	\$ 1,223,427	\$ 923,476	\$ 335,041
Ending Fund Balance as a % of Total Appropriations	239.2%	96.7%	27.9%

ADA CAPITAL PROJECTS FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Interest	\$ 31,474	\$ 29,000	\$ 20,000
Transfers In - from other funds	150,000	150,000	150,000
Total Revenues and Other Financing Sources	\$ 181,474	\$ 179,000	\$ 170,000
Appropriations			
ADA Improvements	\$ 0	\$ 0	\$ 150,000
Total Appropriations	\$ 0	\$ 0	\$ 150,000
Change in Fund Balance (Revenues - Appropriations)	181,474	179,000	20,000
Beginning Fund Balance July 1	561,477	742,951	921,951
Ending Fund Balance June 30	\$ 742,951	\$ 921,951	\$ 941,951
Ending Fund Balance as a % of Total Appropriations	7429509900.0%	9219509800.0%	628%

EQUIPMENT FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Interest	\$ 64,496	\$ 40,000	\$ 36,000
Sale of Equipment	36,750	10,000	10,000
Transfers In - from other funds	725,000	225,000	235,000
Total Revenues and Other Financing Sources	\$ 826,246	\$ 275,000	\$ 281,000
Appropriations			
Major Equipment	\$ 324,553	\$ 488,000	\$ 265,000
Total Appropriations	\$ 324,553	\$ 488,000	\$ 265,000
Change in Fund Balance (Revenues - Appropriations)	501,693	(213,000)	16,000
Beginning Fund Balance July 1	989,533	1,491,226	1,278,226
Ending Fund Balance June 30	\$ 1,491,226	\$ 1,278,226	\$ 1,294,226
Ending Fund Balance as a % of Total Appropriations	459.5%	261.9%	488.4%

INSURANCE FUND	Estimated		
	Actual FY 2025	Actual FY 2026	Budget FY 2027
Revenues			
Interest	\$ 19,496	\$ 20,400	\$ 10,000
Transfers In - from other funds	50,000	-	-
Total Revenues and Other Financing Sources	\$ 69,496	\$ 20,400	\$ 10,000
Appropriations			
Retirement Benefit	\$ 34,677	\$ 30,000	\$ 103,000
OPEB Administrative Expense	-	-	5,400
OPEB Health Cost	8,979	52,000	30,000
Total Appropriations	\$ 43,656	\$ 82,000	\$ 138,400
Change in Fund Balance (Revenues - Appropriations)	25,840	(61,600)	(128,400)
Beginning Fund Balance July 1	386,660	412,500	350,900
Ending Fund Balance June 30	\$ 412,500	\$ 350,900	\$ 222,500
Ending Fund Balance as a % of Appropriations	944.9%	427.9%	160.8%

SECTION 2: At the end of the fiscal year 2026, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2026
General Fund	\$ 34,874,106
State Street Street Aid Fund	2,494,113
Tourism Fund	923,476
ADA Capital Projects	921,951
Equipment Fund	1,278,226
Insurance Fund	350,900

SECTION 3: During the coming fiscal year (2027) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Land Acquisition	\$ 300,000.00	\$ 300,000.00	\$ -
Enterprise Resource Planning (ERP)	\$ 150,000.00	\$ 150,000.00	\$ -
Anchor Park Fencing	\$ 65,000.00	\$ 65,000.00	\$ -
MBLP Ball Diamond Improvements	\$ 106,000.00	\$ 106,000.00	\$ -
MBLP Pathway Replacement	\$ 930,000.00	\$ 930,000.00	\$ -
McFee Park Phase 5: Dog Park	\$ 400,000.00	\$ 400,000.00	\$ -
McFee Road Property	\$ 400,000.00	\$ 400,000.00	\$ -
Adaptive Traffic Signal Upgrades	\$ 250,000.00	\$ 250,000.00	\$ -
Battery Backups at Priority Intersections	\$ 192,000.00	\$ 192,000.00	\$ -
Boring Road Closure	\$ 50,000.00	\$ 50,000.00	\$ -
Boring Road Mid-Block Pedestrian Crossing	\$ 150,000.00	\$ 150,000.00	\$ -
Boring Road/Smith Road Intersection Improvements	\$ 75,000.00	\$ 75,000.00	\$ -
Everett Road Greenway Connection	\$ 150,000.00	\$ 150,000.00	\$ -
Grigsby Chapel Road/St. John Court Intersection Improvements	\$ 700,000.00	\$ 700,000.00	\$ -
I-40/Campbell Station Interchange	\$ 500,000.00	\$ 500,000.00	\$ -
Illuminated Street Signs	\$ 220,000.00	\$ 220,000.00	\$ -
Municipal Center Drive and Jamestown Blv Extension Study	\$ 126,000.00	\$ 126,000.00	\$ -
Red Mill Trailhead	\$ 165,000.00	\$ 165,000.00	\$ -
Sonja Drive/Admiral Road Multi-Modal Improvements	\$ 75,000.00	\$ 75,000.00	\$ -
Stormwater Improvements	\$ 400,000.00	\$ 400,000.00	\$ -
Sugarwood Drive Access to Kingston Pike	\$ 1,800,000.00	\$ 1,800,000.00	\$ -
Traffic Monitoring Cameras	\$ 119,000.00	\$ 119,000.00	\$ -
Turkey Creek Road Multi-Modal Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
Watt Road Roundabout	\$ 970,000.00	\$ 970,000.00	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Anchor Park Playground and ADA Access	\$ 425,000.00	\$ 425,000.00	\$ -
MBLP Ball Diamond Improvements	\$ 392,000.00	\$ 392,000.00	\$ -
MBLP Field 3 Turf Replacement	\$ 725,000.00	\$ 725,000.00	\$ -
McFee Road Property	\$ 1,975,000.00	\$ 1,975,000.00	\$ -
McFee Park Splash Pad Elements	\$ 80,000.00	\$ 80,000.00	\$ -
McFee Soccer Field - Synthetic Turf	\$ 1,025,000.00	\$ 1,025,000.00	\$ -
Pocket Park Development	\$ 475,000.00	\$ 475,000.00	\$ -
Adaptive Traffic Signal Upgrades	\$ 100,000.00	\$ 100,000.00	\$ -
Campbell Station Road/Eddy Courtney Way Intersection Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
Evans Road Multi-Modal Improvements	\$ 4,050,000.00	\$ 4,050,000.00	\$ -
I-40/Campbell Station Interchange	\$ 8,250,000.00	\$ 8,250,000.00	\$ -
Illuminated Street Signs	\$ 300,000.00	\$ 300,000.00	\$ -
KP Pedestrian Underpass at N. Fork Turkey Creek	\$ 825,000.00	\$ 825,000.00	\$ -
KP/West End Intersection Improvements	\$ 70,000.00	\$ 70,000.00	\$ -
Municipal Center Drive Extension to Kingston Pike	\$ 3,900,000.00	\$ 3,900,000.00	\$ -
Old Stage Road Pedestrian Crossings	\$ 335,000.00	\$ 335,000.00	\$ -
Old Stage/McFee New Signal	\$ 830,000.00	\$ 830,000.00	\$ -
Sonja Drive/Admiral Road Multi-Modal Improvements	\$ 1,975,000.00	\$ 1,975,000.00	\$ -
Stormwater Improvements	\$ 2,000,000.00	\$ 2,000,000.00	\$ -
Turkey Creek Road Multi-Modal Improvements	\$ 2,200,000.00	\$ 2,200,000.00	\$ -
Virtue Road-Phase II Multi-Modal Improvements (Brookmere to Boyd Station)	\$ 8,246,513.00	\$ 8,246,513.00	\$ -

SECTION 4: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 5: Money may be transferred from one appropriation to another in the same fund in an amount of up to \$25,000 by the Town Administrator, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 6: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 7: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller’s Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller’s Designee determines that the budget does not comply with the

Statutes, the Governing Body shall adjust its estimates to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 8: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 9: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 10: This ordinance shall take effect July 1, 2026, the public welfare requiring it.

Ron Williams, Mayor

Hailey Russell, Town Recorder

Position	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Accounting Technician	1	1	1	1	1	0
Administrative Assistant	6	5	5	4	4	3
Administrative Assistant-PW (Part-Time)	1	1	1	1	0	0
Administrative Assistant-Receptionist (Part Time)	0	0	0	0	2	2
Assistant Community Development Director	1	1	1	1	1	1
Assistant to the Town Administrator	1	1	1	0	0	0
Assistant Town Administrator	0	0	0	1	0	0
Assistant Town Engineer	1	1	1	1	1	1
Building Official	1	1	1	1	1	1
Capital Improvement Coordinator	1	1	1	0	0	0
Code Enforcement Officer	1	1	1	1	1	1
Codes Officer/Commercial Plans Examiner	1	1	1	1	1	1
Codes Officers	2	2	2	3	2	2
Communications Manager	1	1	1	1	1	1
Communications and Media Program Coordinator	0	0	0	0	1	1
Community Development Director	1	1	1	1	1	1
Contract Employees	2	2	2	2	2	1
Court Officer (Part-Time)	1	1	1	0	0	0
Custodian	2	0	0	0	0	0
Development Technician	0	0	0	1	1	2
Director of Administrative Services	0	0	0	0	1	1
Director of Public Services	0	0	0	0	1	1
Economic Development Coordinator	0	0	0	0	0	1
Engineering Technician(s)	2	3	2	2	1	1
Executive Assistant/Risk Manager	1	1	1	1	0	0
Executive Assistant/Court Clerk	0	0	0	0	1	1
Finance Director/Recorder	1	1	1	1	1	1
Fire Code Official	0	0	0	0	0	1
Fleet Maintenance Mechanic	0	0	0	0	1	1
Grant and Procurement Accountant	0	0	0	0	0	1
Historic Resources Coordinator (Part-Time)	1	1	1	1	1	1
Human Resources Director	1	1	1	1	0	0
IT Director	0	0	0	0	0	1
IT Manager	1	1	1	1	1	0
IT Technician	0	0	0	1	1	1
IT Technician (Part-Time)	0	0	0	0	0	1
Lead Park Attendant	1	2	2	2	2	2
Lead Recreation and Event Attendant	0	1	1	1	1	0
Maintenance Operators-Public Works	20	22	22	0	0	0
Media Assistant	1	1	1	1	0	0
Municipal Judge (Part-Time)	1	1	1	1	1	1
Museum Attendant (Part-Time)	0	0	0	0	0	1
Operations Manager	0	0	1	1	0	0
Park Attendants (Part-Time)	9	11	11	8	8	8
Park Facility Operator	1	1	1	1	0	0
Park Maintenance Foreman	0	0	0	1	1	1
Park Maintenance Technician II	0	0	0	2	3	4
Park Maintenance Technician I	0	0	0	8	8	8
Park Maintenance Technician I (Part Time)	0	0	0	0	1	0
Park Manager	1	1	1	1	1	1
Park Program Coordinator	0	1	1	1	1	1
Parks & Recreation Director	1	1	1	1	1	1
Plans Examiner	0	0	0	0	0	1
Public Works Director	1	1	1	1	1	1
Public Works Parks Crew Leader	1	1	1	0	0	0
Public Works Parks Foreman	1	1	1	0	0	0
Public Works Crew Leader	1	1	1	2	2	2
Public Works Foreman	1	1	1	1	1	1
Public Works Technician II	0	0	0	4	5	5
Public Works Technician I	0	0	0	10	9	9
Public Works Technician I (Part-Time)	0	0	0	0	0	2
Recreation and Event Manager	1	1	1	1	1	1
Recreation and Event Program Coordinator	1	1	1	1	1	2
Recreation and Event Attendants (Part-Time)	1	5	5	7	7	7
Seasonal Employee	16	8	8	4	2	1
Senior Engineering Technician	0	0	1	1	1	1
Senior Facilities Project Manager	0	0	0	1	0	0
Staff Accountant	0	0	1	1	1	1
Stormwater Coordinator	1	1	1	1	1	1
Tourism Assistant (Part-Time)	0	0	1	1	1	1
Tourism Attendant (Part-Time)	0	0	0	0	0	1
Tourism Program Coordinator	0	1	1	1	1	1
Tourism Manager	1	1	1	1	1	1
Town Administrator	1	1	1	1	1	1
Town Engineer	1	1	1	1	1	1
Town Recorder	0	0	0	0	1	1
Traffic Enforcement Officer (Part-Time)	1	2	2	2	1	1
Traffic Signal Technician	0	0	0	0	1	1
Training and Development Coordinator	0	0	0	0	1	1
	95	98	101	99	98	104

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Tessa Cortes, Finance Director - Treasurer

Subject: Approval of Resolution R-26-08, Fiscal Year 2027 Fee Schedule

Introduction & Background: Each fiscal year, the Board of Mayor and Aldermen adopts a general fee schedule to establish the necessary fees associated with Town services. These include, but are not limited to, application fees, filing fees, license fees, and permit fees.

Discussion & Recommendations: Attached is the proposed fee schedule for fiscal year 2027. There have been some changes to the schedule from FY26 to FY27. Changes are show in red on the attached schedule and are listed below.

Summary of Changes		
Fee	Current Fee	Proposed Fee
Community Development		
Demolition Permits (for demolition of any building or structure)	\$104	\$208
Building Permit Extensions	\$104	\$208
Concept Plans, Subdivision Plats and Subdivision Variances-Concept plan	\$104	\$208
Site Plans (small acreage/building size)-Less than 3 acres or proposed gross square footage of building space is less than 10,000 square feet	\$104	\$208
Site Plans (large acreage/building size)-More	\$208	\$311

than 3 acres or proposed gross square footage of building space is more than 10,000 square feet		
Landscape Plans	\$311	\$416
Zoning Ordinance	\$311	\$416
Municipal Code Text Amendments	\$311	\$416
Subdivision Regulations - Text Amendments	new	\$311
Parks and Recreation		
Picnic/Pavilions Rental- Essex, Athletic (AP); Burnside (FP)	\$26 half day/\$42 full day	\$31 half day/\$50 full day
Town Hall Park Pavilion	\$26 half day/\$42 full day	\$31 half day/\$50 full day
Tournament/Camp/Clinic Usage Fee-Grass Field/Volleyball Complex	\$104 half day/\$208 full day	\$140 half day/\$250 full day
Pickleball Tournament Fees	new	\$540 per day plus refundable damage deposit. 1-day tournaments only. No Sundays.
McFee Great Pavilion Only	\$104 half day/\$182 full day	\$110 half day/\$195 full day
McFee Great Lawn and Pavilion-120 person max		
Nonprofit	\$430 half day/\$623 full day	\$440 half day/\$635 full day
For profit/Social	\$520 half day/\$623 full day	\$530 half day/\$740 full day

Recommended By:

Tessa Cortes, Finance Director - Treasurer for approval.

Proposed Motion:

Motion to approve Resolution R-26-08, Fiscal Year 2027 Fee Schedule

FY2027 Fee Schedule

As Approved by Resolution R-26-08

		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax/Annual Renewal Fee		\$100
Special Occasion Beer Permit-Class 6		\$100
Retail Liquor Store Application		\$311
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Only Privilege Tax		\$120
Solicitation Permit		\$16
Records Request/Copies		Farragut Municipal Code: See Section 2-104 Regulates Request and Copies
Notary Service	\$0 for Farragut residents	\$11 per stamp/signature
<u>Employee Facility and Recreation Discount</u>		
Drop-in play at the Community Center		Free for employee & immediate family
Facility Rental		50% off for employee & immediate family
League entry for Town run athletics		50% off for employee & immediate family
Programming Registration	Staff led programming	50% off for employee & immediate family
	Contractual Programming	25% off for employee & immediate family
Employee discount for gift shops		10% for employee & immediate family
<u>Engineering</u>		
<u>Drainage Fee</u>		
	Commercial/Office Development	\$0.04 per square foot of impervious surface
	Residential Development	\$42 per subdivision lot

		<u>Approved Fee</u>
<u>Community Development</u>		<u>Approved Fee</u>
General		
	Illegal Parking (in fire lanes)	\$26
	Special Events Permit	\$26
	Home Occupation	\$52
	Local Contractor Licensing Fee	\$104
	Mobile Food Vendor Fire Safety Permit/per year	\$104
	Zoning Letter	\$26
Building Permits	Permit valuation shall include total value of work, including labor and materials, for which the permit is being issued	
	Total Valuation:	
	\$1,000 and less	\$37.00 minimum
	\$1,001 to \$50,000	\$36.00 for the first \$1,000, plus \$6.75 for each additional thousand or fraction thereof, to and including \$50,000
	\$50,001 to \$100,000	\$353 for the first \$50,000, plus \$5.50 for each additional thousand or fraction thereof, to and including \$100,000
	\$100,001 to \$500,000	\$623 for the first \$100,000, plus \$4.25 for each additional thousand or fraction thereof, to and including \$500,000
	\$500,001 and up	\$2,345 for the first \$500,000, plus \$2.75 for each additional thousand or fraction thereof
Plumbing Permits		\$36, plus \$5.25 for each fixture
Gas Permits		\$36 for first tap, plus \$5.25 for each additional tap

		<u>Approved Fee</u>
Mechanical Permits-Commercial		\$36 for first \$1,000, per total value of installation, plus \$5.25 for each additional thousand or fraction thereof
Mechanical Permits-Residential		\$36, plus \$36.50 per each unit
Plumbing, Gas, Mechanical Local License		\$104.00
Swimming Pool Permits	Public and Private Pool	Per total value of construction
Demolition Permits (for demolition of any building or structure)		\$208
Moving Permits (for moving any building or structure)		\$104
Re-Inspections		\$52 for 1st re-inspection and \$104 for 2nd re-inspection and \$208 for re-inspections of the same failure beyond the 2nd re-inspection
Commencing Work Without a Permit		Fee will be double the calculated building permit fee
Building Permit Application Extensions		\$104 with up to 90 days as the maximum extension
Building Permit Extensions		\$208 with up to 180 days as the maximum extension
Temporary Certificate of Occupancy	Residential-30 day maximum	\$104
Temporary Certificate of Occupancy	Non-residential-30 day maximum	\$208
Plan Reviews	Commercial	Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal.
Re-submittal Plan Reviews	Commercial	\$260 after the initial submittal and one correction submittal
Re-submittal Plan Reviews	Residential	\$52 after the initial submittal and one correction submittal
Fire Prevention		
	Fire Sprinkler System Permit	\$0.02 per square foot or \$104 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per square foot or \$104 (whichever is greater)
	Modifications to existing fire alarm or sprinkler systems if work does not exceed \$1,000; if does exceed \$1,000, refer to Fire Alarm or Sprinkler System Permit fee	\$52
	All other permits	\$104
Fire Prevention Plan Resubmittal		\$104 after the second submittal
Concept Plans, Subdivision Plats and Subdivision Variances		
	Concept Plan	\$208
	Preliminary Plat	\$104 plus \$26/lot
	Final Plat	\$104 plus \$26/lot
	Variance Request	\$312

		Approved Fee
Site Plans (small acreage/building size)	Less than 3 acres or proposed gross square footage of building space is less than 10,000 square feet	\$208
Site Plans (large acreage/building size)	More than 3 acres or proposed gross square footage of building space is more than 10,000 square feet	\$311
Landscape Plans		\$104
Zoning Ordinance	Amend text	\$416
Zoning Map Amendments	Amend map	\$311
Board of Zoning Appeals - Variance Request		\$311
Board of Zoning Appeals - Special Exception, Use on Review, or Interpretation Request		\$104
Comprehensive Land Use Plan Amendments	Amend text or map	\$311
Municipal Code Text Amendments		\$416
Municipal Code Variance (Non- Board of Zoning Appeals)		\$311
Subdivision Regulations - Text Amendments		\$311
Signs		
	Permanent Signs (non individual tenant panel)	\$104
	Temporary Signs	\$26
	Sign Fees for Tenant Panel Addition or Modification to Tenant Panel on Existing Ground Mounted Sign	\$52
	Signs Erected or Modified Without a Permit	Double the sign permit fee
Sign expiration extension of 180 days		
	Permanent Signs (non individual tenant panel)	\$104
	Tenant Panel Sign	\$52
Everett Road Corridor Fee		Ordinance 14-19

		<u>Approved Fee</u>
Parks & Recreation		
<u>Facility</u>		<u>Approved Fee</u>
Picnic/Pavilions Rental	Essex, Athletic (AP); Burnside (FP)	\$31 half day/ \$50 full day
	Hartford & Saratoga (AP); Longstreet (FP)	\$47 half day/\$83 full day
	McFee Small	\$88 half day/\$130 full day (Monday through Thursday)
	McFee Small	\$104 half day/\$156 full day (Fri, Sat, Sun & Holidays)
	McFee Large	\$99 half day/\$150 full day (Monday through Thursday)
	McFee Large	\$125 half day/\$182 full day (Fri, Sat, Sun & Holidays)
	McFee Great Lawn and Great Lawn Pavilion-	see McFee Park Fees section
	Town Hall Park Pavilion	\$31 half day/ \$50 full day
Athletic	Fields (Diamond & Rectangular) Grass	\$31 per hour.
	Fields (Synthetic Turf)	\$57 per hour
	Competitive, Recreational & Intermediate Volleyball Fees	\$180 per team
	McFee Tennis	\$5 per court for 1 hour
	MBLP Pickleball	\$5 per court for 1 hour
	McFee Basketball	\$10 per court for 1 hour
Park Usage Fee for Non-Town Programs (Does not include any facility i.e. pavilions, etc.)	Professional photographers, fitness classes, trainers, Etc.	\$104 Annual Permit Fee
For-Profit/Park Usage Fee	Professional Photographers, For profit classes, Trainers, Etc.	\$104 Annual Permit Fee

		<u>Approved Fee</u>
Tournament/Camp/Clinic Usage Fee	Grass Field/Volleyball Complex	\$140 half day/\$250 Full day
	Synthetic Turf Field	\$337 half day/\$675 full day
	Tennis (2)/Pickleball (4)	\$208 full day
	Tennis (4)/Pickleball (6)	\$415 full day
Tournament Deposit (Refundable)		\$520
Vendor Fee-Tournament	Per Vendor	\$21 per day
Pickleball Tournament Fees		\$540 per day plus refundable damage deposit. 1-day tournaments only. No Sundays.
Special Event Park Use Fee - Founders Park		\$208 per 4 hours; \$52 per hour for each additional hour
Excessive Trash		
	First Trash Violation	A written warning and/or a \$105 fine will be charged to the renter/organization. The renter/organization will not be allowed to use the fields until the fine is paid.
	Second Trash Violation	\$105 fine and 30-day suspension (without a refund of fees) to the renter organization. The renter/organization will not be allowed to rent a pavilion or rent/use fields or to until after the 30-day suspension and the fine is paid.
	Third Trash Violation	The renter/organization's contract will be canceled, and the organization will be banned from using any Town of Farragut field in the future.

McFee Park Fees

McFee Park Fees		
McFee Great Pavilion Only	<u>1/2 day rental</u> - \$110	
	<u>Full day rental</u> - \$195	
	Non-Profit	For Profit/Social
McFee Great Lawn and Pavilion-120 person max	<u>1/2 day rental</u> - \$440	<u>1/2 day rental</u> - \$530
	<u>Full day rental</u> - \$635	<u>Full day rental</u> - \$740
Additional Fees for half or full day rentals:		
Electrical Fees	\$104	
TOF Tables & Chair rental	\$130	
Refundable Deposit	\$260	

Community Center Fees				
	Non Profit - Reg Hours	Non-Profit - After Hours	For Profit/ Social - Reg Hours	For Profit/ Social - After Hours
<u>Classrooms</u>				
Small (1 - 1/2 hour block)	\$16	\$42	\$16	\$42
Small (1 - 1/2 hour block) - Holiday Fee		\$52		\$52
Medium	\$21	\$47	\$21	\$47
Medium (1 - 1/2 hour block) - Holiday Fee		\$57		\$57
Large	\$26	\$52	\$26	\$52
Large (1 - 1/2 hour block) - Holiday Fee		\$62		\$62
<u>Gym</u>				
Sports/Fitness (1 hour block)	\$31	\$57	\$31	\$57
Sports/Fitness (1 hour block) - Holiday Fee		\$78		\$78
Sports/Fitness - Setup Fee	\$16	\$16	\$16	\$16
Camp/Tournament (Half Day - 6 hours)	\$156	\$285	\$156	\$285
Camp Tournament (Whole Day)	\$337	\$623	\$337	\$623
Camp/Tournament (Half Day - 6 hours) - Holiday Fee (20%)		\$342		\$389
Camp/Tournament (Whole Day) - Holiday Fee (20%)		\$747		\$830
Special Event (8 hours)*	\$647	\$675	\$778	\$986
Special Event (8 hours)* - Holiday Fee (20%)		\$810		\$1,183
Special Event Additional Hours (Per Hour)	\$130	\$130	\$130	\$130
Special Event Additional Hours (Per Hour) Holiday Fee (20%)	\$156	\$156	\$156	\$156
Refundable Damage Deposit	\$260	\$260	\$260	\$260
<u>Assembly Hall (Monday-Saturday)</u>				
8 Hour Rental**	\$415	\$675	\$675	\$882
Saturday Half Day Rental	\$441	\$441	\$441	\$441
Holiday Fee (20%)		\$810		\$1,058
Additional Hours (Per Hour)	\$104	\$104	\$104	\$104
Additional Hours (Per Hour) Holiday Fee (20%)	\$125	\$125	\$125	\$125
Alcohol Fee (No Sales)	\$104	\$104	\$104	\$104
Alcohol Fee (Sales) - For Profit Business Only (Not social)			\$520	\$520
Refundable Damage Deposit	\$260	\$260	\$260	\$260
*Includes commercial kitchen				
**Includes pre-function room and catering kitchen				
<u>Assembly Hall - Special Rates (Monday-Thursday)</u>				
	Non-Profit - After Hours	For Profit/ Social - After Hours		
2 Hour Rental**	\$156	\$208		
Additional Hour		\$52		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$104		
<u>Assembly Hall - Special Rates (Sunday Only 1:00pm to 4:00pm)</u>				
	Non-Profit - After Hours	For Profit/ Social - After Hours		
3 Hour Rental** (Max of 40 attendees)	\$311	\$311		
Refundable Damage Deposit	\$260	\$260		
<u>Birthday Party Package</u>				
2 Hour Rental - (Saturday) 1 hour gym, 1 hour class room		\$104		
3 Hour Rental - (Sunday) 2 hours gym, 1 hour class room		\$156		
Additional Table/Chair Rental		\$10	per table/8 chairs	
Refundable Damage Deposit		\$104		

Mayor Ralph McGill Plaza Rental Fees			
	Non Profit	For Profit/Social	
100 people or less	\$337	\$467	use of two grass lawns and sections of parking lot
101 people or more	\$493	\$675	use of two grass lawns, parking lot, and can shut down entry roads – parking provided at the Farragut Community Center
Electrical Fee	\$104	\$104	
Trash Fee-100 people or less	\$78	\$78	
Trash Fee-101 people or more	Renter must provide for private trash service		
Security Deposit (Refundable)-100 people or less	\$311	\$311	
Security Deposit (Refundable)-101 people or more	\$520	\$520	
Tent Permit/Fee	\$52	\$52	
Alcohol Fee	\$104	\$260 (No sales)	
Alcohol Fee		\$520 (sales)	
Any event serving or selling alcohol must hire an officer (not security guard), must receive a Town of			
<u>Campbell Station Inn Avery Russell Room Rental</u>			
Room Rental add on to McGill Plaza Rental	\$200 Flat Fee	\$200 Flat Fee	
<u>Tourism Rental Rebate Plan (Hotel Incentive)</u>			
Rebate for rental fees for Farragut hotel use (20 or more rooms)	Rentals of athletic fields, courts, McGill Plaza, CC Gym, CC Assembly Hall	\$2.55 per hotel night	
<u>Rental Fee for Outdoor Classes as McGill Plaza</u>			
\$60 per hour			
Rentals will be limited to two hours, including set up and tear down			
Alcohol will not be permitted under this fee structure			
Access to electric will not be included in this fee structure			
All rental fees are due within 7 days of booking in this fee structure			
This rental fee option is limited to following types of activities: outdoor fitness or education classes			
This rental will have a maximum of 35 participants			

Campbell Station Inn Rental Fees

Avery Russell Room (meeting space)	Hourly: \$50
Rental Fees	Half Day 4hrs: \$175
	Full Day 8hrs: \$350
	Multiple Days: \$300 per day with a max of 5 days
	Non-Profit Fee: 25% discount off total fee
	Staff: 50% discount off total fee
Full First Floor Rental Fees	Half Day 4hrs: \$400
	Full Day 8hrs: \$600
	Includes the use of the Avery Russell, main hallway, and Gift shop Room.
	The Historic Room will be accessible, but nothing may be moved or rearranged.
	With this option the Inn will be closed to the public
	Non-Profit Fee: 25% discount off total fee
	Staff: 50% discount off total fee
After Hours Rental Fees	Hourly events lasting after 6pm will have an additional \$50 per hour fee.
	Half day events on Sunday or Monday will have an additional \$200 fee.
	Full day events on Sunday or Monday will have an additional \$400 fee



TOWN OF FARRAGUT

RESOLUTION R-26-08

WHEREAS, the Board of Mayor and Aldermen desires to establish a general fee schedule for Fiscal Year 2027, setting the necessary fees for all Town services and collection of Town accounts and expenditures, including but not limited to application, filing, license and permit fees; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to consolidate all fees and adopt them by resolution;

NOW, THEREFORE BE IT RESOLVED by the Town of Farragut Board of Mayor and Aldermen, that all fees are hereby adopted as listed on the attached schedule.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 28th day of May 2026.

Ron Williams, Mayor

Hailey Russell, Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Award of Contract 2026-29 Campbell Station Road / Jamestowne Boulevard Intersection Improvements to Stansell Electric Company, Inc.

Introduction & Background: The purpose of this agenda item is approval to award contract 2026-29, Campbell Station Road / Jamestowne Boulevard Intersection Improvements to Stansell Electric Company, Inc. The intersection of Jamestowne Boulevard and North Campbell Station Road is being improved to provide eastbound Jamestowne Boulevard traffic with better opportunities to enter Campbell Station Road while creating gaps in northbound traffic that will allow easier access at Eddie Courtney Lane and Sonja Drive. This project will also include the installation of two crosswalks across Campbell Station Road and one crosswalk across Jamestowne Boulevard. The signal will be connected to our Advanced Traffic Management System (ATMS) and will be timed to coordinate with our existing signal infrastructure. The Town previously contracted with Cannon & Cannon to design this project for \$50,735. Project completion date will be 365 calendar days after Notice to Proceed due to the current nine-month lead time for mast arms and poles.

Discussion & Recommendations: The project was offered for bid with responses received on April 23. Stansell Electric Company, Inc. was the sole bidder, with a bid of \$444,954 as shown in the attached bid tabulation. Stansell Electric has performed well for the town in the past, including as the current contractor on the Concord Road at Loop Road signal installation project and as the Town's on-call signal maintenance contractor.

Account Number: 310-43100-9411

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$700,000	\$444,954	\$50,735	\$204,311

Approved By: Tessa Cortes

Recommended By: Eric Schindler, Assistant Town Engineer for approval.

Proposed Motion: Approval of award of contract 2026-29, Campbell Station Road / Jamestowne Boulevard Intersection Improvements to Stansell Electric Company, Inc.

CONSTRUCTION AGREEMENT

Contract No. 2026-29

Jamestowne Blvd Traffic Signal

This agreement made as of the _____ day of _____ in the year 2026 by and between the;

TOWN OF FARRAGUT
11408 Municipal Center Drive
Farragut, TN 37934

(Hereinafter called Owner) and

STANSELL ELECTRIC COMPANY INC. (Hereinafter called Contractor)
860 Visco Drive
Nashville, TN 37210

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK

The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the project generally described as follows:

The Jamestowne Blvd Signal installation project consists of a new traffic signal at the existing intersection of N. Campbell Station Road and Jamestowne Boulevard. The Scope of Work includes the installation of new mast arm poles, cabinet, controller, detection, signal heads, pedestrian signals, conduit, pull boxes, wiring, fiber communication, connected vehicle equipment, curb ramps, pavement marking, signing, traffic control, erosion control, and incidentals to provide a fully functional traffic signal.

All work shall be performed in accordance with the specifications for the Jamestowne Blvd Traffic Signal Project Special Provision 730F Supplemental (SP 730FS) prepared by Cannon & Cannon, Inc. (see published construction plans and specifications along with these instructions found on the websites in section 1.2)

ARTICLE 2. ADMINISTRATOR

The Town Engineer will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

1. Substantial Completion

The Contractor shall achieve *Substantial Completion* of the project within **330 calendar days** from the date of the Notice to Proceed. Substantial Completion is defined as the point at which the traffic signal system is fully operational and can be safely used for its

intended purpose, subject only to minor punch list items that do not affect functionality or safety.

2. Final Completion and Payment

The Contractor shall achieve *Final Completion* of all work, including correction of punch list items, final cleanup, and submission of all required documentation, within **365 calendar days** from the date of the Notice to Proceed. Final payment will be processed upon the Engineer's acceptance of all contract deliverables and confirmation that all work has been completed in accordance with the contract documents.

3. Liquidated Damages

If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount of **\$400.00** per calendar day for each day of delay beyond the agreed completion date.

This amount is agreed upon by both parties as a reasonable estimate of the damages the Owner will incur due to such delay, including but not limited to administrative costs, loss of use, disruption to other scheduled work, and inspection costs. The parties acknowledge that actual damages would be difficult to ascertain at the time of contract execution. The total amount of liquidated damages shall be deducted from any payments due or to become due to the Contractor under this contract. Assessment of liquidated damages shall not relieve the Contractor from any other contractual obligations.

Nothing in this clause shall limit the Owner's right to terminate the contract or seek other remedies as provided in this Agreement.

Grace periods for work to begin may be permitted before liquidated damages begin to accrue, at the sole discretion of the Owner.

ARTICLE 4. CONTRACT PRICE

The Owner will pay the Contractor for the performance of the contract in current funds for the total quantities of work performed at the prices stipulated in the bid for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the Work, and the receipt of lien releases from the Contractor and all Subcontractors.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. Agreement
- B. Instructions to Bidders

- C. Special Conditions
- D. General Conditions
- E. Specifications for Campbell Station Road at Jamestowne Boulevard Traffic Signal
- F. On-Call Work Order(s)
- G. Contractor's Bid
- H. Change Orders, duly delivered and executed by each party execution of this Agreement.
- I. Affidavits and Certifications

ARTICLE 6. MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.
- D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

The Owner shall give notice of observed defects with reasonable promptness. The Engineer subject to arbitration shall decide all questions arising under this article.

The Contractor and through it each Subcontractor, in accepting the contract for this construction or respective portions of the construction covered by this contract and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within fourteen days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

- E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).
- F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - (a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- H. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, nation origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2026-19, Jamestown Blvd Traffic Signal all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on April 23, 2026 in the amount of \$444,954.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY:

(Printed or Typed)

Title _____

ATTEST:

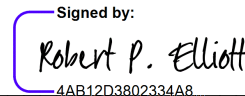
CONTRACTOR:

Stansell Electric Company Inc.

860 Visco Drive

Nashville, TN 37210

BY:

Signed by:

 4AB12D3802334A8

Robert P. Elliott

(Printed or Typed)

Title President

ATTEST:

DocuSigned by:

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Town of Farragut

General Terms and Conditions

The following terms, conditions and instructions apply (unless otherwise noted) to all of the Town of Farragut solicitations whether they are quotations, bids, proposals, requests for qualifications or other types of solicitations. The term "vendor" is used collectively for bidder, vendor, proposer, quoter, contractor and all other terms implying or meaning one who is responding to an opportunity with the Town of Farragut. The submission of a response means that the vendor understands and agrees with the Town of Farragut's instructions to vendors.

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.
2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut's best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut's best interest.
3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut's web page. It is the vendor's responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.
4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.
5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut's approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut ("Town").
7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut's prior written approval.
8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

9. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, the Town of Farragut shall pay Vendor the contract sum set forth in the purchase order and/or contract. Payments may be made in amounts which are consistent with the percentage of goods/non-professional services completed and invoiced by the Vendor as set forth in the purchase order.

The Town's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The Town is not liable for delays in payment caused by the failure of the Vendor to send an invoice to the address referenced herein.

10. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. The Town of Farragut has the right to inspect the goods and to reject any or all of the goods which are in the Town's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to the Vendor at its expense and in addition to the Town's other rights. The Town may charge the Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event the Town receives goods whose defects or nonconformity are not apparent on examination, the Town reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Vendor from the obligation of testing, inspection and quality control.

In the award of a construction contract/purchase order the Vendor is responsible for thoroughly inspecting the site of the proposed work and for becoming familiar with the work circumstances. The vendor's failure to do so will not result in additional payments to the Vendor.

11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION.** The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise uses such information, data, findings, recommendations, responses, et cetera.

12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

13. **NON-ESCALATION.** Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain firm with no provisions for price increases during the term of the contract.

14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB) Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.

15. **EXPENSES INCURRED.** All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the Vendor.

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.
17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

The vendor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the Town showing proof that the Vendor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Vendor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - ii. A vendor's insurance must be primary insurance as respects performance of subject contract.
 - iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.
18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.
19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.

20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.
21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.
22. **TERMINATION FOR CAUSE.** The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut, Tennessee, in accordance with the following provisions:
 - a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.
 - d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. **DELAY IN PERFORMANCE.** Neither the Town nor Vendor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Town or Vendor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement price. If the Vendor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Town or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Vendor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both Town and Vendor. The completed form shall be retained by the Town for a period of seven years and reviewed prior to Vendor selection for future Town projects. In the event the Vendor is delayed in the performance of Services because of delays caused by the Town, Vendor shall have no claim against the Town for damages or contract adjustment other than an extension of time.

25. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Town and Vendor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Town and Vendor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Vendor to take immediate measures to protect health and safety. Town agrees to compensate Vendor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Vendor agrees to notify Town when unanticipated hazardous materials or suspected hazardous materials are encountered. Town agrees to make any disclosures required by law to the appropriate governing agencies and agrees to hold Vendor harmless for any and all consequences of disclosures made by Vendor which are required by governing law. In the event the project site is not owned by the Town, the Town agrees to inform the Town of the discovery of unanticipated hazardous materials or suspected hazardous materials.

26. **COMMUNICATIONS.** Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the Town of Farragut.

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.
30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.
31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.
32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.
34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.
35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

- a. the American with Disabilities Act,
- b. the Immigration Reform and Control Act of 1986,
- c. the Drug Free Workplace Act of 1988.
- d. Executive Order 11246; "Equal Employment Opportunity."
- e. Copeland "Anti-Kickback" Act
- f. Title VI of the Civil Rights Act of 1964

END OF THIS SECTION

Bid Envelope Cover



Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37934

Confidential

Invitation to Bid

SEALED BID – DO NOT OPEN

ITB No. 2026-29 Jamestowne Blvd Traffic Signal
Bid Opening Date & Time: April 23rd, 2026 @ 2:00pm

Company Name: Stansell Electric Company, Inc.
Company Address: 860 Visco Drive Nashville, TN 37210
Contact Name: Colby Adams
Telephone Number: 615-416-4084
Email Address: colbyadams@stansellelectric.com

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

4/23/24

1:54



Town of Farragut

Invitation to Bid No. 2026-29
For
Jamestowne Blvd Traffic Signal

All Bids Must be Submitted To:
Farragut Town Hall
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37934

Deadline for Proposal Submissions: Date: April 23rd, Time: 2:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name Stansell Electric Company, Inc.	DBA, If Applicable N/A
Street Address 860 Visco Drive	Phone Number 615-416-4084
City, State, Zip Code Nashville, TN 37210	Email Address colbyadams@stansellelectric.com
FEIN: 62-0523770	

Are quotes firm for 60 days? Yes No Other

If submitting a "No Proposal" state reason N/A



Authorized Signature

Taylor Groves

Name (Printed)

Director of Construction

Title (Printed)

04/22/2026

Date

ITB 2026-29 Jamestowne Blvd Traffic Signal BID FORM

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	12,750	12,750
202-03.01	REMOVAL OF ASPHALT PAVEMENT	SY	4	320	1,280
202-08.15	REMOVAL OF CURB AND GUTTER (AREA NEAR CURB RAMPS)	LF	35	64	2,240
209-05	SEDIMENT REMOVAL	CY	2	159	318
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	5	206	1,030
407-02.14	ASPHALT PAVEMENT REPAIR	SY	4	426	1,704
407-20.05	SAW CUTTING ASPHALT PAVEMENT	LF	40	12	480
701-02.01	CONCRETE CURB RAMP (RETROFIT)	SF	225	53	11,925
702-03	CONCRETE COMBINED CURB & GUTTER	CY	4	1065	4,260
712-01	TRAFFIC CONTROL	LS	1	19,750	19,750
713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	SF	39	39	1,521
713-15.36	REMOVE SIGN, SUPPORT & FOOTING	EACH	1	74	74
713-16.21	SIGNS (TN-69A, LEFT TURN YIELD ON FLASHING YELLOW ARROW)	EACH	1	161	161
713-16.22	SIGNS (W3-3, SIGNAL AHEAD W/ W16-15P)	EACH	3	316	948
714-08.32	REMOVAL OF LIGHT STANDARD & FOUNDATION	EACH	1	563	563
714-09.47	LED LUMINAIRES (OFFSET LUMINAIRE)	EACH	1	1,075	1,075
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	SY	15	32	480
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	90	22	1,980
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	LF	120	32	3,840
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	LF	250	2	500
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	LF	15	9	135
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	LM	0.1	9,000	900
717-01	MOBILIZATION	LS	1	42,300	42,300
725-28.20	SYSTEM INTEGRATION	LS	1	18,250	18,250
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	6	1,455	8,730
730-02.55	SIGNAL HEAD ASSEMBLY (130 A3FY WITH BACKPLATE)	EACH	1	1,580	1,580
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	7	1,345	9,415
730-03.23	INSTALL PULL BOX (FIBER OPTIC – TYPE A)	EACH	1	3,660	3,660

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED PRICE
730-03.33	FIBER OPTIC SPLICE FUSION	EACH	4	150	600
730-03.41	ETHERNET SWITCH (FIELD LAYER 2)	EACH	1	3,375	3,375
730-03.56	FIBER OPTIC DROP CABLE (12F)	LF	150	3	450
730-03.57	FIBER OPTIC DROP PANEL (12F)	EACH	1	1,900	1,900
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	6,470	6,470
730-08.02	SIGNAL CABLE – 5 CONDUCTOR	LF	700	2.20	1,540
730-08.03	SIGNAL CABLE – 7 CONDUCTOR	LF	900	2.80	2,520
730-08.04	SIGNAL CABLE – 9 CONDUCTOR	LF	400	3.9	1,560
730-08.05	SIGNAL CABLE – 12 CONDUCTOR	LF	300	4.6	1,380
730-12.23	CONDUIT 2" DIAMETER (DIRECTIONAL BORE)	LF	700	15.5	10,850
730-12.26	CONDUIT 2" DIAMETER (PVC SCHEDULE 80)	LF	600	12	7,200
730-13.07	VEHICLE DETECTOR (SIREN ACTIVATED PRIORITY CONTROL)	EACH	1	17,250	17,250
730-13.12	VEHICLE DETECTOR (RADAR – STOP LINE)	EACH	1	35,400	35,400
730-15.07	CABINET (TS2 TYPE 2, BASE MOUNTED)	EACH	1	33,250	33,250
730-16.14	CONTROLLER (ATC)	EACH	1	11,600	11,600
730-23.28	PEDESTAL POLE (TYPE A)	EACH	4	3,255	13,020
730-23.88	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	2	36,650	73,300
730-25.01	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	1	39,500	39,500
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSHBUTTON & 15IN SIGN	EACH	6	2,105	12,630
730-35.50	ROAD SIDE UNIT (RSU)	EACH	1	14,100	14,100
740-11.01	TEMPORARY SEDIMENT TUBE 8IN	LF	300	3.70	1,110
801-03	WATER (SEEDING AND SODDING)	MG	0.1	500	50
803-01	SODDING (NEW SOD)	SY	450	9	4050

TOTAL BID \$ 444,954

TOTAL BID IN WORDS FOUR HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED FIFTY-FOUR

In submitting this bid, the bidder recognizes that the right is reserved by the Town of Farragut to accept the total bid or any part, to negotiate with any bidder, waive any formalities in the bidding, or to reject any or all bids.

NOTE: All Work items not specifically mentioned above, but required by the Contract Documents, shall be considered incidental to the other Work and not be paid for directly.

References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope: (Please list Company, Contact Name, Phone Number, Email address)

1. 5 Year Contract - Nashville Department of Transportation - Chip Knauf - Chip.Knauf@nashville.gov

2. ITB 2026-17 Illuminated Street Sign Installation - Town of Farragut

City of Sevierville for Traffic Signals Upgrade Project - Joseph Dodgen - 865-429-4567 -
3. jdodgen@sevierville.tn.org

Name and Address of Bidder: Stansell Electric Company, Inc.
860 Visco Drive Nashville, TN 37210

Telephone: 615-416-4084

Email Address: colbyadams@stansellelectric.com

Signature: 

Title: Taylor Groves, Director of Construction Date: 04/23/2026

Town of Farragut
ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Bid, the Bidder represents that the Bidder has examined copies of all the Contract Documents and hereby acknowledges they have verified that the Bidder is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received and applicable)*

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

NONE

The Bidder further acknowledges that should it be determined at the time of the bid opening that the Bidder has failed to acknowledge receipt of **ALL** issued addenda; the Bid submission shall be rejected. The Bidder understands that any verbal representation made or assumed to be made during any oral discussion held between Bidder's representatives and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BID CERTIFICATION:

By signing below, I certify that I have reviewed this Bid Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or Bid constitutes an offer to the Town of Farragut that cannot be unilaterally withdrawn; that the products and services proposed meet the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Bidder accepts the terms and conditions contained in the Bid Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or Bid for review and consideration; that I am authorized by the Bidder to execute and submit this bid, offer, or proposal, or any documents related thereto on Bidder's behalf; that I am authorized to bind the Bidder in a contractual relationship; and the Bidder has properly registered with any State, County and Town agency that may require registration.

I further certify that my company is in compliance with all State of Tennessee laws.

Project Name: **2026-29 Jamestowne Blvd Traffic Signal** Date: 04/23/2026

Name of Bidder's Company: **Stansell Electric Company, Inc.**

Signature of Responsible Bidder: 

Taylor Groves, Director of Construction

Notary's Signature: 

Notary Seal



-exp. 2/25/30

DRUG-FREE WORKPLACE AFFIDAVIT

SECTION A – FOR EMPLOYERS WITH FIVE (5) OR MORE EMPLOYEES

The undersigned, principal officer of Stansell Electric Company, Inc., an employer of five (5) or more employees contracting with Town of Farragut government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Stansell Electric Company, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.
3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.
4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.



Name of Officer Title of Officer Taylor Groves, Director of Construction

SECTION B – FOR EMPLOYERS WITH FEWER THAN FIVE (5) EMPLOYEES

The undersigned hereby certifies that the Company listed below employs fewer than five (5) employees and is therefore exempt from the Drug-Free Workplace Program requirements of T.C.A. § 50-9-113.

Company Name: N/A

Number of Employees: N/A

N/A
Name of Officer Title of Officer

State of N/A, County of N/A

Before me personally appeared N/A, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this N/A day of N/A, 20.

N/A

Notary Public

My commission expires: N/A

NON-COLLUSION AFFIDAVIT

Taylor Groves

, being first duly sworn, deposes and says that:


- (1) He/She is the Director of Construction of Stansell Electric Company, Inc., the firm that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): 

Title: Taylor Groves, Director of Construction

Before me personally appeared Taylor Groves, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 23rd day of April, 20 26.


Notary Public

My commission expires: 2/25/30



STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Stansell Electric Company, Inc. have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

- All Bidders for services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements T.C.A. § 12-4-124.

Signed: _____

Taylor Groves, Director of Construction

Before me personally appeared Taylor Groves, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 23rd day of April, 20 26.

Jessica Dzieciaszek
Notary Public

My commission expires: 2/25/30





STATE OF TENNESSEE NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	04/23/2026
Signature of Authorized Representative	Date
Taylor Groves, Director of Construction	615-917-4204 / tgroves@stansellelectric.com
Printed Name	Phone Number / Email Address



**STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	04/23/2026
Signature of Authorized Representative	Date
Taylor Groves, Director of Construction	615-917-4204 / tgroves@stansellelectric.com
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	04/23/2026
Signature of Authorized Representative	Date
Taylor Groves, Director of Construction	615-917-4204 / tgroves@stansellelectric.com
Printed Name and Title	Phone Number / Email Address

Owner's Ethnicity and Gender of Contracts and Sub-Contractors

Ethnicity	Male	Female
Black/African American	22	3
American Indian and Alaskan Native	0	0
Asian	3	0
Caucasian	235	25
Hispanic	12	0
Native Hawaiian/Other Pacific Islander	0	0
Other (Please Specify) two or more races	2	0

Name of
Company **Stansell Electric Company, Inc.**

Owner's
Name **David P. Stansell and James T. Stansell**

Type of
Business **S-Corporation**



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	ITB 2026-29
CONTRACTOR LEGAL ENTITY NAME:	Stansell Electric Company, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000090113

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Taylor Groves, Director of Construction

PRINTED NAME AND TITLE OF SIGNATORY

04/23/2026

DATE

TITLE VI ASSURANCE

As required by the contractual agreement, Stansell Electric Company, Inc. will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

Stansell Electric Company, Inc. assures that no person shall on the grounds of race, color, or national origin, as provided by **Title VI of the Civil Rights Act of 1964** and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Stansell Electric Company, Inc. further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

Stansell Electric Company, Inc. will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as subcontractors.

Declaration of Administrative Head

I declare that I have reviewed and approved the information provided in this assessment and to the best of my knowledge and believe it is true, correct, and complete.



Administrative Head
Taylor Groves, Director of Construction

04/23/2026

Date

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name Stansell Electric Company, Inc.) not to discriminate against any applicant for employment, or present employee, because of race, color, religion, national origin, age, sex, disability, or veteran status.

(Company Name Stansell Electric Company, Inc.) will take affirmative action to ensure that the Equal Employment Opportunity/Affirmative Action Policy (EEO /AA) is implemented with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, working conditions and selection for training to include apprenticeship, pre- apprenticeship and on-the-job training.

(Company Name Stansell Electric Company, Inc.) will continue to make it understood to the employment sources/agencies with which it deals, and in employment opportunity announcements/ads, the above mentioned EEO/AA Policy and that all of the company's employment decisions are based on individual merit only.

All current employees of (Company Name Stansell Electric Company, Inc.) are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

It is the policy of (Company Name Stansell Electric Company, Inc.) to satisfy reasonable special accommodations for qualified disabled individuals. It is the policy of (Company Name) that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided for privacy between genders. Disabled parking spaces may be assigned to accommodate accessibility needs.

It is the policy of (Company Name Stansell Electric Company, Inc.) to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the Company EEO Officer identified below:

EEO Officer Name: Jonathan White Address/Office _____

Location: 860 Visco Drive Nashville, TN 37210 Telephone # 615-329-4944

04/23/2026



(Signature of Company Head)
Taylor Groves, Director of Construction

(Date)

TOWN OF FARRAGUT, TENNESSEE

BID BOND

CONTRACT NO. 2026-29

Principal: Stansell Electric Company, Inc.

Print Name of Principal

Surety: Fidelity and Deposit Company of Maryland

Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the TOWN OF FARRAGUT in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the TOWN OF FARRAGUT, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Stansell Electric Company, Inc.

Fidelity and Deposit Company of Maryland

Principal (1)

Surety (1)

By:

DocuSigned by:

4AB12D3802334A8...

By:



Rob Elliott President

General Agent or Attorney-in-Fact

Richard H. Mitchell,
Attorney-in-Fact

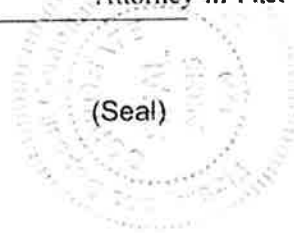
April 22, 2026

Print Name and Title

Date

4/23/2026

Date



(Seal)

N/A

N/A

Principal (2)

Surety (2)

By: N/A

By: N/A

General Agent or Attorney-in-Fact

N/A

N/A

Print Name and Title

Date

N/A

Date

(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Anna CHILDRESS, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL, Samuel F. AUDIA, III** of Birmingham, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of March, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



ITB 2026-29 Jamestowne Blvd Traffic Signal

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ADVERTISEMENT FOR BIDS

Instructions

Sealed bids for the project entitled **2026-29 Jamestowne Blvd Traffic Signal** will be received by the Town of Farragut on **April 23rd, 2026, at 2:00 pm**. in the Town of Farragut **Town Hall** located at 11408 Municipal Center Dr., 2nd Floor, Farragut, Tennessee, 37934. At said place and time, all bids that have been duly received will be publicly opened and read aloud.

This project requires furnishing all labor, equipment, materials and incidentals necessary for the installation of a new traffic signal at the intersection of N. Campbell Station Road and Jamestowne Boulevard.

1.1 Procurement Schedule

ITB Issue	03/31/2026
Deadline for Bidder Questions	04/16/2026, 5:00PM
Bid Due	04/23/2026, 2:00pm
Intent to Award	04/26/2026
Board of Mayor and Alderman Approves/Contract Signed	05/14/2026

1.2 Bid Documents

The Bidding Documents for the project may be obtained on the following sites:

1. **Town Website (Free):**
 - o https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskjuXHq?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - o Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - o <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - o Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - o https://link.edgepilot.com/s/1f6497fb/IRQ_I4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - o Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - o <https://www.demandstar.com/app/login>
 - o Also requires vendor registration and payment, offering national visibility.

All Bids submitted must be prepared with documents obtained from the Town of Farragut or its designee.

1.3 Communications

All communication regarding this ITB must be submitted via email to the Finance Department representative identified below:

Tessa Cortes, Finance Director
tcortes@townoffarragut.org

The Finance Director will be the sole point of contact for this ITB.

Bidders contact with anyone else in the Town is forbidden and may result in disqualification of the Vendor's bid. Further, any oral communication will be considered unofficial and non-binding on the Town. Bidders should rely only on written statements issued by the Finance Department representative.

1.4 ITB Amendments and Cancellation

The Town reserves the right to amend this Invitation to Bid (ITB) in writing at any time. The Town also reserves the right to cancel or reissue the ITB at its sole discretion. If an amendment is issued, it will be posted on these four websites:

1. **Town Website (Free):**
 - https://link.edgepilot.com/s/e21d4051/d914nl_zlkSbJ5nskjuXHq?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - Registration is required but at no cost to vendors.
2. **Vendorlink (Paid):**
 - <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon (Paid):**
 - https://link.edgepilot.com/s/1f6497fb/IRQ_I4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
 - <https://www.demandstar.com/app/login>
 - Also requires vendor registration and payment, offering national visibility.

It is the bidder's responsibility to ensure that the Town's website, Beacon, EUNA/Demandstar or Vendorlink is reviewed for ITB changes prior to submission of proposal.

The Owner reserves the right to reject any and all bids and to waive any formalities in the bidding process, and to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the Town. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.

The Town of Farragut will not be liable in any way for costs incurred by any bidder in the preparation and submission of its bid in response to this ITB, nor for the presentation of its bid and/or participation in any required meetings, discussions or negotiations.

1.5 Bid Bond/Guaranty

Each bid shall be accompanied by a Bid Guaranty in the form of cash deposit or certified check drawn on a bank or a Bid Bond completed by a trust company insured by the FDIC or a surety company's standard form and properly executed by a corporate surety licensed under the laws of Tennessee to execute such bonds. The amount of the bid bond shall be equal to **five percent (5%)** of the total of the bid. The bid deposit shall be retained by the Owner if the successful bidder fails to execute the contract or fails to provide the required bonds, as stated above, within fifteen (15) calendar days after the proper notice of award of the contract.

1.6 Performance Bond and Payment Bond

The Contractor shall within ten (10) days after the receipt of the Notice of Award and before the commencement of any operations hereunder executed, furnish the Owner with a performance and payment bond in a sum equal to 100% of the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. If at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the Owner.

1.7 Post Bid Information

Should a bidder wish to protest a bid, the bidder shall submit a Protest Bond to the Town of Farragut in the amount of 5% of the protestor's bid amount within seven calendar days of the Bid opening.

Each Bidder shall be prepared, if requested by the Town of Farragut, to present evidence, qualifications, and financial ability to carry out the terms of the contract.

1.8 Contract Term

1. Substantial Completion

The Contractor shall achieve *Substantial Completion* of the project within **330 calendar days** from the date of the Notice to Proceed. Substantial Completion is defined as the point at which the traffic signal system is fully operational and can be safely used for its intended purpose, subject only to minor punch list items that do not affect functionality or safety.

2. Final Completion and Payment

The Contractor shall achieve *Final Completion* of all work, including correction of punch list items, final cleanup, and submission of all required documentation, within **365 calendar days** from the date of the Notice to Proceed. Final payment will be processed upon the Engineer's acceptance of all contract deliverables and confirmation that all work has been completed in accordance with the contract documents.

3. Liquidated Damages

If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount of **\$400.00** per calendar day for each day of delay beyond the agreed completion date.

This amount is agreed upon by both parties as a reasonable estimate of the damages the Owner will incur due to such delay, including but not limited to administrative costs, loss of use, disruption to other scheduled work, and inspection costs. The parties acknowledge that actual damages would be difficult to ascertain at the time of contract execution.

The total amount of liquidated damages shall be **deducted from any payments due or to become due** to the Contractor under this contract. Assessment of liquidated damages shall not relieve the Contractor from any other contractual obligations.

Nothing in this clause shall limit the Owner's right to terminate the contract or seek other remedies as provided in this Agreement.

Grace periods for work to begin may be permitted before liquidated damages begin to accrue, at the sole discretion of the Owner

1.9 Proposal Submittal

Bids are to be received by the Town no later than the date and time indicated in Section 1.1. Bidders assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. **Emailed proposals will not be accepted.** A bidder's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package:

- One (1) paper copy clearly marked "Original" with all applicable forms.
- One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
- Two (2) paper copies clearly marked "Copy" with all applicable forms.
The proposal package shall be mailed, couriered, or hand delivered to the Town at:

Town of Farragut
Town Hall
Attn: Finance Department, Tessa Cortes
11408 Municipal Center Drive
2nd Floor
Farragut, TN 37934

The package should be clearly labeled with the following: (Bid Envelope Cover Sheet Provided on next page)

- Confidential
- Proposal for **ITB# 2026-29 Jamestowne Blvd Traffic Signal**
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

Bid Submittal Checklist

- Cover page with signature
- Signed Bid form
- Bid Guaranty
- Addenda Acknowledgment form and Bid Certification signed
- Drug-Free Workplace form signed
- Non-Collusion Affidavit form signed
- Statement of Compliance Certificate Illegal Immigrants
- Non-Boycott of Israel Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Byrd Anti-Lobbying Amendment Certification
- Owner's Ethnicity and Gender of Contracts and Sub-Contractors
- Iran Divestment Act Certification
- Title VI Assurance
- Equal Employment Opportunity/Affirmative Action Policy Statement

END OF THIS SECTION

Bid Envelope Cover



Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37934

Confidential

Invitation to Bid

SEALED BID – DO NOT OPEN

ITB No. 2026-29 Jamestowne Blvd Traffic Signal

Bid Opening Date & Time: April 23rd, 2026 @ 2:00pm

Company Name: **Stansell Electric Company, Inc.**

Company Address: **860 Visco Drive Nashville, TN 37210**

Contact Name: **Colby Adams**

Telephone Number: **615-416-4084**

Email Address: **colbyadams@stansellelectric.com**

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

2. Scope of Work

The Jamestowne Blvd Signal installation project consists of a new traffic signal at the existing intersection of N. Campbell Station Road and Jamestowne Boulevard. The Scope of Work includes the installation of new mast arm poles, cabinet, controller, detection, signal heads, pedestrian signals, conduit, pull boxes, wiring, fiber communication, connected vehicle equipment, curb ramps, pavement marking, signing, traffic control, erosion control, and incidentals to provide a fully functional traffic signal.

All work shall be performed in accordance with the specifications for the Jamestowne Blvd Traffic Signal Project Special Provision 730F Supplemental (SP 730FS) prepared by Cannon & Cannon, Inc. (see published construction plans and specifications along with these instructions found on the websites in section 1.2)

Public Safety

The Contractor shall always exercise proper precautions for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the site, which occur because of its prosecution of the Work.

The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

Inspections

Construction inspections will be conducted periodically by the Town of Farragut or its designee to review compliance with the solicitation requirements and the final working drawings.

The Town of Farragut reserves the right to inspect the site at any time without notification.

Special Conditions

1. The work shall begin upon receipt of a written Notice to Proceed from the Engineering Director. After work has begun, work is to be performed in a continuous manner until it is completed.
3. The awarded bidder shall submit for approval a project schedule.
4. Information in this document is the minimum necessary to define the work required. It shall be the responsibility of all bidders to inspect the site to fully evaluate existing conditions.

END OF THIS SECTION

Town of Farragut

General Terms and Conditions

The following terms, conditions and instructions apply (unless otherwise noted) to all of the Town of Farragut solicitations whether they are quotations, bids, proposals, requests for qualifications or other types of solicitations. The term "vendor" is used collectively for bidder, vendor, proposer, quoter, contractor and all other terms implying or meaning one who is responding to an opportunity with the Town of Farragut. The submission of a response means that the vendor understands and agrees with the Town of Farragut's instructions to vendors.

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.
2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut's best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut's best interest.
3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut's web page. It is the vendor's responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.
4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.
5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut's approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut ("Town").
7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut's prior written approval.
8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

9. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, the Town of Farragut shall pay Vendor the contract sum set forth in the purchase order and/or contract. Payments may be made in amounts which are consistent with the percentage of goods/non-professional services completed and invoiced by the Vendor as set forth in the purchase order.

The Town's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The Town is not liable for delays in payment caused by the failure of the Vendor to send an invoice to the address referenced herein.

10. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. The Town of Farragut has the right to inspect the goods and to reject any or all of the goods which are in the Town's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to the Vendor at its expense and in addition to the Town's other rights. The Town may charge the Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event the Town receives goods whose defects or nonconformity are not apparent on examination, the Town reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Vendor from the obligation of testing, inspection and quality control.

In the award of a construction contract/purchase order the Vendor is responsible for thoroughly inspecting the site of the proposed work and for becoming familiar with the work circumstances. The vendor's failure to do so will not result in additional payments to the Vendor.

11. **PROPERTY RIGHTS AND COPYRIGHT PROHIBITION.** The Vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the Vendor in furtherance of this contract shall be the Town of Farragut's property. The Vendor specifically waives and/or releases to the Town of Farragut any cognizable property right of the Vendor to copyright, license, patent, or otherwise uses such information, data, findings, recommendations, responses, et cetera.

12. **PRICE WARRANTY.** Vendor warrants that the prices for the goods or non-professional services sold the Town are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Vendor reduces its price for the goods or non-professional services during the term of this purchase order, Vendor agrees to reduce the prices charged to Town correspondingly. The Vendor warrants that prices shown on this purchase order/agreement are complete, and no additional charges of any type will be added without the Town's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

13. **NON-ESCALATION.** Unless otherwise specified within the solicitation documents, the unit prices reflected in the agreement and/or contract shall remain firm with no provisions for price increases during the term of the contract.

14. **DELIVERY.** All deliveries shall be to the designated Town of Farragut property, and they must be Freight On Board (FOB) Town of Farragut, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of the bid.

15. **EXPENSES INCURRED.** All expenses incurred in the preparation and submission in response to a solicitation shall be borne by the Vendor.

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.
17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

The vendor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the Town showing proof that the Vendor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Vendor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - ii. A vendor's insurance must be primary insurance as respects performance of subject contract.
 - iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.
18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.
19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.

20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.
21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.
22. **TERMINATION FOR CAUSE.** The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut, Tennessee, in accordance with the following provisions:
- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.
 - d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. **DELAY IN PERFORMANCE.** Neither the Town nor Vendor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Town or Vendor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement price. If the Vendor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Town or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Vendor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both Town and Vendor. The completed form shall be retained by the Town for a period of seven years and reviewed prior to Vendor selection for future Town projects. In the event the Vendor is delayed in the performance of Services because of delays caused by the Town, Vendor shall have no claim against the Town for damages or contract adjustment other than an extension of time.

25. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Town and Vendor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Town and Vendor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Vendor to take immediate measures to protect health and safety. Town agrees to compensate Vendor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Vendor agrees to notify Town when unanticipated hazardous materials or suspected hazardous materials are encountered. Town agrees to make any disclosures required by law to the appropriate governing agencies and agrees to hold Vendor harmless for any and all consequences of disclosures made by Vendor which are required by governing law. In the event the project site is not owned by the Town, the Town agrees to inform the Town of the discovery of unanticipated hazardous materials or suspected hazardous materials.

26. **COMMUNICATIONS.** Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
11408 Municipal Center Drive
Farragut, TN 37934
(865) 966-7057

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the Town of Farragut.

27. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.
30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.
31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.
32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.
34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.
35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

- a. the American with Disabilities Act,
- b. the Immigration Reform and Control Act of 1986,
- c. the Drug Free Workplace Act of 1988.
- d. Executive Order 11246; "Equal Employment Opportunity."
- e. Copeland "Anti-Kickback" Act
- f. Title VI of the Civil Rights Act of 1964

END OF THIS SECTION

SAMPLE AGREEMENT
Contract No. 2026-29
Jamestowne Blvd Traffic Signal

This agreement made as of the _____ day of _____ in the year 2026 by and between the;

TOWN OF FARRAGUT
11408 Municipal Center Drive
Farragut, TN 37934

(Hereinafter called Owner) and

(Hereinafter called Contractor)

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK

The Contractor shall perform all Work as specified or indicated in the Contract Documents for the completion of the project generally described as follows:

ARTICLE 2. ADMINISTRATOR

The Town Engineer will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

The work shall begin upon receipt of a written notice to proceed from the Town Engineer and shall be completed on or before _____.

ARTICLE 4. CONTRACT PRICE

The Owner will pay the Contractor for the performance of the contract in current funds for the total quantities of work performed at the prices stipulated in the bid for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the Work, and the receipt of lien releases from the Contractor and all Subcontractors.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. Agreement
- B. Instructions to Bidders
- C. Special Conditions
- D. General Conditions
- E. Specifications for Concord Rd at Loop Rd Traffic Signal
- F. On-Call Work Order(s)
- G. Contractor's Bid
- H. Addenda Numbers _____
- I. Change Orders, duly delivered and executed by each party execution of this Agreement.
- J. Affidavits and Certifications

ARTICLE 6. MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.
- D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

The Owner shall give notice of observed defects with reasonable promptness. The Engineer subject to arbitration shall decide all questions arising under this article.

The Contractor and through it each Subcontractor, in accepting the contract for this construction or respective portions of the construction covered by this contract and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within fourteen days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

- E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).
- F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - (a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- H. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, nation origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2026-19, Jamestown Blvd Traffic Signal all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

CONTRACTOR:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY:

BY:

(Printed or Typed)

(Printed or Typed)

Title _____

Title _____

ATTEST:

ATTEST:

TOWN OF FARRAGUT, TENNESSEE

SAMPLE BID BOND

CONTRACT NO. 2026-29

Principal:

Print Name of Principal

Surety:

Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the TOWN OF FARRAGUT in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the TOWN OF FARRAGUT, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

_____ Principal (1)		_____ Surety (1)	
By: _____		By: _____	
_____ Print Name and Title		_____ General Agent or Attorney-in-Fact	
_____ Date		_____ Date	
_____		(Seal)	

_____ Principal (2)		_____ Surety (2)	
By: _____		By: _____	
_____ Print Name and Title		_____ General Agent or Attorney-in-Fact	
_____ Date		_____ Date	
_____		(Seal)	

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

TOWN OF FARRAGUT, TENNESSEE

SAMPLE BID GUARANTEE

CONTRACT NO. 2026-29

Bidder:

Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the TOWN OF FARRAGUT, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the TOWN OF FARRAGUT shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the TOWN OF FARRAGUT shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)	Bidder (2)*
By:	By:
_____ Print Name and Title	_____ Print Name and Title
Date	Date

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

SAMPLE CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. 2026-29

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the TOWN OF FARRAGUT, and other potential claimants, for all obligations incurred by the Principal under its contract with TOWN OF FARRAGUT, for the construction of the above identified contract; in the full contract amount of _____ (\$_____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the TOWN OF FARRAGUT and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of _____

(\$_____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the TOWN OF FARRAGUT in the full contract amount of _____

(\$_____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the TOWN OF FARRAGUT may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is finally completed, the total cost of the same will be computed. All costs and charges incurred by the TOWN OF FARRAGUT in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the TOWN OF FARRAGUT the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1:

By: _____

Date: _____

Printed Name and
Title _____

(For Joint Venture) Principal/Contractor

2: _____

By: _____

Date: _____

Printed Name and
Title: _____

Surety 1:

Surety 2:

By:

By:

Attorney-in-Fact

Attorney-in-Fact

Printed Name

Printed Name

Agency Name Agency Name

Street Address Street Address

City/State/Zip City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from TOWN OF FARRAGUT with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1: For Surety 2:

Name Name

Address Address

City City

State/Zip State/Zip

Phone Number Phone Number

Fax Number Fax Number



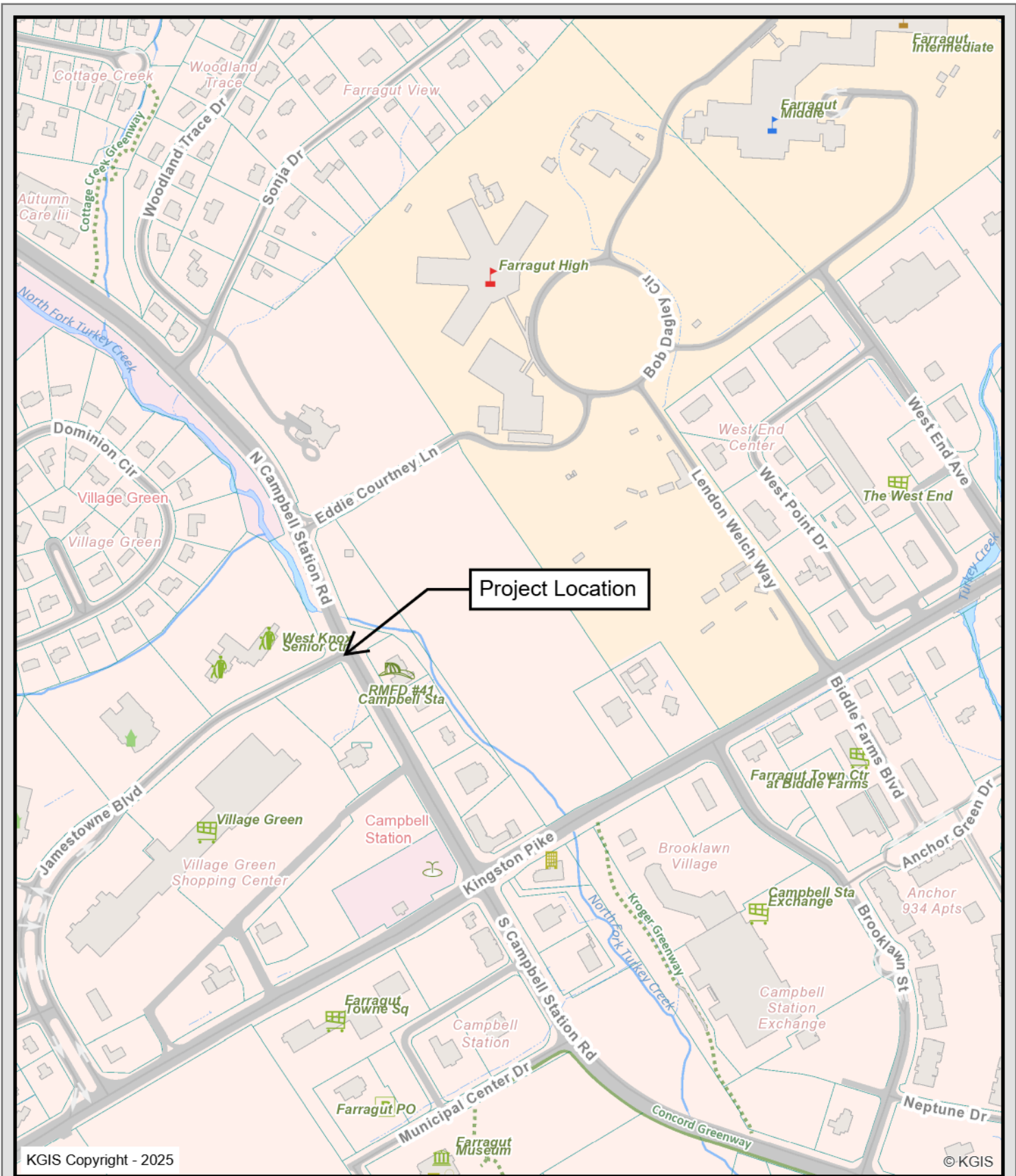
Bid Tabulation Sheet

Bid Title: Campbell Station at Jamestowne Blvd Traffic Signal
Bid No. 2026-29
Opening Date & Time: April 23, 2026 @ 2:00pm

ITEM NO.	DESCRIPTION	UNIT	QTY.	Stansell Electric Company Inc	
				UNIT PRICE	EXTENDED PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 12,750.00	\$ 12,750.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	SY	4	\$ 320.00	\$ 1,280.00
202-08.15	REMOVAL OF CURB AND GUTTER (AREA NEAR CURB RAMPS)	LF	35	\$ 64.00	\$ 2,240.00
209-05	SEDIMENT REMOVAL	CY	2	\$ 159.00	\$ 318.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	5	\$ 206.00	\$ 1,030.00
407-02.14	ASPHALT PAVEMENT REPAIR	SY	4	\$ 426.00	\$ 1,704.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	LF	40	\$ 12.00	\$ 480.00
701-02.01	CONCRETE CURB RAMP (RETROFIT)	SF	225	\$ 53.00	\$ 11,925.00
702-03	CONCRETE COMBINED CURB & GUTTER	CY	4	\$ 1,065.00	\$ 4,260.00
712-01	TRAFFIC CONTROL	LS	1	\$ 19,750.00	\$ 19,750.00
713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	SF	39	\$ 39.00	\$ 1,521.00
713-15.36	REMOVE SIGN, SUPPORT & FOOTING	EACH	1	\$ 74.00	\$ 74.00
713-16.21	SIGNS (TN-69A, LEFT TURN YIELD ON FLASHING YELLOW ARROW)	EACH	1	\$ 161.00	\$ 161.00
713-16.22	SIGNS (W3-3, SIGNAL AHEAD W/ W16-15P)	EACH	3	\$ 316.00	\$ 948.00
714-08.32	REMOVAL OF LIGHT STANDARD & FOUNDATION	EACH	1	\$ 563.00	\$ 563.00
714-09.47	LED LUMINAIRES (OFFSET LUMINAIRE)	EACH	1	\$ 1,075.00	\$ 1,075.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	SY	15	\$ 32.00	\$ 480.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	90	\$ 22.00	\$ 1,980.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	LF	120	\$ 32.00	\$ 3,840.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	LF	250	\$ 2.00	\$ 500.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	LF	15	\$ 9.00	\$ 135.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	LM	0.1	\$ 9,000.00	\$ 900.00
717-01	MOBILIZATION	LS	1	\$ 42,300.00	\$ 42,300.00
725-28.20	SYSTEM INTEGRATION	LS	1	\$ 18,250.00	\$ 18,250.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	6	\$ 1,455.00	\$ 8,730.00
730-02.55	SIGNAL HEAD ASSEMBLY (130 A3FY WITH BACKPLATE)	EACH	1	\$ 1,580.00	\$ 1,580.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	7	\$ 1,345.00	\$ 9,415.00
730-03.23	INSTALL PULL BOX (FIBER OPTIC – TYPE A)	EACH	1	\$ 3,660.00	\$ 3,660.00
730-03.33	FIBER OPTIC SPLICE FUSION	EACH	4	\$ 150.00	\$ 600.00
730-03.41	ETHERNET SWITCH (FIELD LAYER 2)	EACH	1	\$ 3,375.00	\$ 3,375.00
730-03.56	FIBER OPTIC DROP CABLE (12F)	LF	150	\$ 3.00	\$ 450.00
730-03.57	FIBER OPTIC DROP PANEL (12F)	EACH	1	\$ 1,900.00	\$ 1,900.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 6,470.00	\$ 6,470.00
730-08.02	SIGNAL CABLE – 5 CONDUCTOR	LF	700	\$ 2.20	\$ 1,540.00
730-08.03	SIGNAL CABLE – 7 CONDUCTOR	LF	900	\$ 2.80	\$ 2,520.00
730-08.04	SIGNAL CABLE – 9 CONDUCTOR	LF	400	\$ 3.90	\$ 1,560.00
730-08.05	SIGNAL CABLE – 12 CONDUCTOR	LF	300	\$ 4.60	\$ 1,380.00
730-12.23	CONDUIT 2" DIAMETER (DIRECTIONAL BORE)	LF	700	\$ 15.50	\$ 10,850.00
730-12.26	CONDUIT 2" DIAMETER (PVC SCHEDULE 80)	LF	600	\$ 12.00	\$ 7,200.00
730-13.07	VEHICLE DETECTOR (SIREN ACTIVATED PRIORITY CONTROL)	EACH	1	\$ 17,250.00	\$ 17,250.00
730-13.12	VEHICLE DETECTOR (RADAR – STOP LINE)	EACH	1	\$ 35,400.00	\$ 35,400.00
730-15.07	CABINET (TS2 TYPE 2, BASE MOUNTED)	EACH	1	\$ 33,250.00	\$ 33,250.00

730-16.14	CONTROLLER (ATC)	EACH	1	\$ 11,600.00	\$	11,600.00
730-23.28	PEDESTAL POLE (TYPE A)	EACH	4	\$ 3,255.00	\$	13,020.00
730-23.88	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	2	\$ 36,650.00	\$	73,300.00
730-25.01	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	1	\$ 39,500.00	\$	39,500.00
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSHBUTTON & 15IN SIGN	EACH	6	\$ 2,105.00	\$	12,630.00
730-35.50	ROAD SIDE UNIT (RSU)	EACH	1	\$ 14,100.00	\$	14,100.00
740-11.01	TEMPORARY SEDIMENT TUBE 8IN	LF	300	\$ 3.70	\$	1,110.00
801-03	WATER (SEEDING AND SODDING)	MG	0.1	\$ 500.00	\$	50.00
803-01	SODDING (NEW SOD)	SY	450	\$ 9.00	\$	4,050.00
TOTAL						\$ 444,954.00

Bid tabulations with award recommendations are posted to Vendorlink; www.vendorlink.com, the Town of Farragut website; www.townoffarragut.org, Demandstar; www.demandstar.com, and Beacon; www.beaconbid.com.



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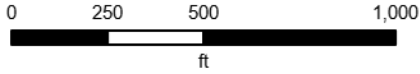
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Map Campbell Station at Jamestowne

Knoxville - Knox County - KUB Geographic Information System



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REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Change Orders 1, 2, and 3 to contract 2026-16 for the construction of McFee Park Dog Park

Introduction & Background:

On January 8, 2026, the Board approved award of contract 2026-16 to Fuel Tank Maintenance Company/FTM Contracting, LLC to construct the McFee Park Dog Park for \$637,250, to include a 5% contingency of up to \$28,100 to the project budget and to authorize the Town Administrator to approve up to \$25,000 in change orders prior to Board of Mayor and Aldermen authorization. Construction has commenced on the project and three change orders have been requested.

Discussion & Recommendations:

The total dollar amount of the three change orders (CO) exceeds the 5% contingency funding initially approved by the Board.

- CO-1 switches from Site Nyloplast to precast concrete storm structures and vehicular rated grates. This \$4,507 CO swaps out the traditional precast concrete structures, primarily due to their lighter weight and more durable PVC construction.
- CO-2 provides Crete infill in the top 2 inches of segmental retaining wall block for the length of the retaining walls. This \$4,577 CO provides a larger surface area to apply adhesive for cap block.
- CO-3 swaps 50 feet of 4-foot high chain link fencing and 175 feet of 5-foot high chain link fencing for ornamental fencing that was inadvertently omitted from the original project specifications. This fencing will improve the aesthetics along the entire front of the dog park. The decorative fencing will attach to the vinyl chain link fencing in the dog transition area and along the north and south borders of the large and small dog parks. Samples and site drawings are attached for review. CO-3 is \$25,582.

The combined total of the three COs is \$34,666 bringing the revised contract amount to \$671,916. If approved, the project will remain \$201,072 under budget.

Account Number: 310-43934-9277

Total Budget **Requested Amount** **Expenditures to Date** **Remaining Amount**

1,153,125

\$34,666

\$917,387

\$201,072

Approved By:

Recommended By:

Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion:

Staff recommends approval of COs 1, 2, and 3 to contract number 2026-16 for a revised total of \$671,916 and including a revised 5% contingency for potential change orders in the amount of \$33,595.80 to the project budget and allowing the Town Administrator to approve up to \$25,000 in change orders before bringing to the Board of Mayor and Aldermen for approval.



Change ORDER

PROJECT: McFee Dog Park

CONTRACT DATE: 12.11.2025

CHANGE ORDER NUMBER 1
DATE: 5.13.2026

OWNER: Town of Farragut
239 Jamestown Blvd.
Farragut, TN 37934

ARCHITECT: Canopy Land Design, LLC.
1522 Branson Ave.
Knoxville, TN 37919

CONTRACTOR: FTM Contracting
240 Mills Dr.
Cookeville, TN 38501

Contract Scope and Sum adjusted as follows:

Switch from site Nyloplast to precast concrete storm structures and vehicular rated grates.

Original contract sum:	\$ 637,250.00
Net Change by previously approved change orders:	\$ 0.00
Contract sum prior to this change order:	\$ 637,250.00
Contract sum will be INCREASED in the amount of:	\$ 4,507.13
New contract sum including this change order:	\$ 641,757.13

Contract Time **UNCHANGED** by (0) Days with a new substantial completion date of: **July 1, 2026**

***NOT VALID UNTIL SIGNED BY ALL PARTIES (ARCHITECT, OWNER AND CONTRACTOR) ***

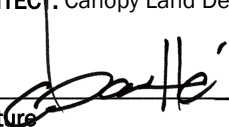
OWNER: (Firm Name)

Canopy Land Design, LLC

ARCHITECT: Canopy Land Design, LLC.

CONTRACTOR: (Firm Name)

Signature

Signature 

Signature

Printed: (Name/Title)

Daniel Boutte' / LA

Printed: (Name/Title)

Printed: (Name/Title)

Date:

5/14/2026

Date:

Date:



Change ORDER

PROJECT: McFee Dog Park

CONTRACT DATE: 12.11.2025

CHANGE ORDER NUMBER 2
DATE: 5.14.2026

OWNER: Town of Farragut
239 Jamestown Blvd.
Farragut, TN 37934

ARCHITECT: Canopy Land Design, LLC.
1522 Branson Ave.
Knoxville, TN 37919

CONTRACTOR: FTM Contracting
240 Mills Dr.
Cookeville, TN 38501

Contract Scope and Sum adjusted as follows:

Provide quick Crete infill in top 2" of segmental retaining wall block for length of retaining walls.

Original contract sum:	\$637,250.00
Net Change by previously approved change orders:	\$4,507.13
Contract sum prior to this change order:	\$641,757.13
Contract sum will be INCREASED in the amount of:	\$4,577.12
New contract sum including this change order:	\$646,334.25

Contract Time **UNCHANGED** by (0) Days with a new substantial completion date of: **July 1, 2026**

***NOT VALID UNTIL SIGNED BY ALL PARTIES (ARCHITECT, OWNER AND CONTRACTOR) ***

OWNER: (Firm Name)

Canopy Land Design

ARCHITECT: Canopy Land Design, LLC.

CONTRACTOR: (Firm Name)

Signature

Signature *[Handwritten Signature]*

Signature

Printed: (Name/Title)

Daniel Boutte' / LA

Printed: (Name/Title)

Printed: (Name/Title)

Date:

5/14/2026

Date:

Date:



Change ORDER

PROJECT: McFee Dog Park

CONTRACT DATE: 12.11.2025

CHANGE ORDER NUMBER 3
DATE: 5.19.2026

OWNER: Town of Farragut
239 Jamestown Blvd.
Farragut, TN 37934

ARCHITECT: Canopy Land Design, LLC.
1522 Branson Ave.
Knoxville, TN 37919

CONTRACTOR: FTM Contracting
240 Mills Dr.
Cookeville, TN 38501

Contract Scope and Sum adjusted as follows:

Swap out 50 linear feet of 4' and 175 linear feet of 5' tall 'black' ornamental aluminum fencing for chain-link fencing.

Original contract sum:	\$ 637,250.00
Net Change by previously approved change orders:	\$ 9,084.25
Contract sum prior to this change order:	\$ 646,334.25
Contract sum will be INCREASED in the amount of:	\$ 25,582.44
New contract sum including this change order:	\$ 671,916.69

Contract Time **INCREASED** by **(14) Days** with a new substantial completion date of: **July 15, 2026**

***NOT VALID UNTIL SIGNED BY ALL PARTIES (ARCHITECT, OWNER AND CONTRACTOR) ***

OWNER: (Firm Name)

Canopy Land Design

ARCHITECT: Canopy Land Design, LLC.

CONTRACTOR: (Firm Name)

Signature

Signature

Signature

Printed: (Name/Title)

Daniel Boutte'

Printed: (Name/Title)

Printed: (Name/Title)

Date:

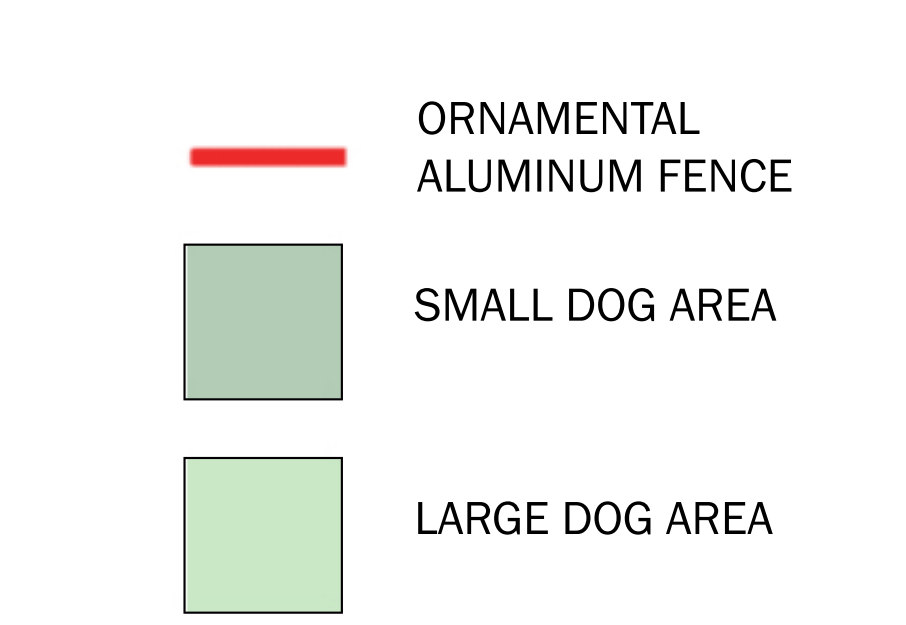
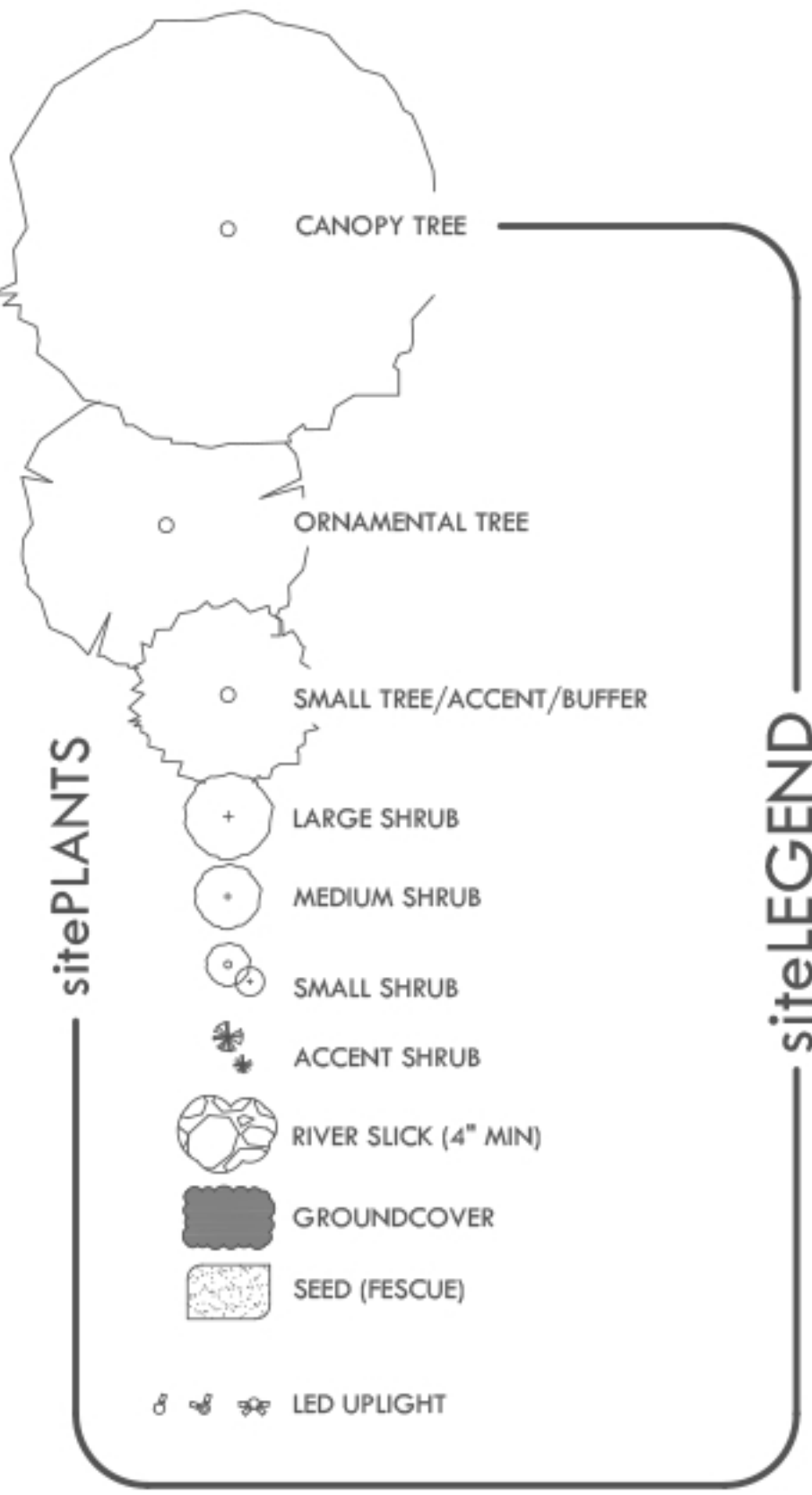
5/19/2026

Date:

Date:



Know what's below.
Call before you dig.



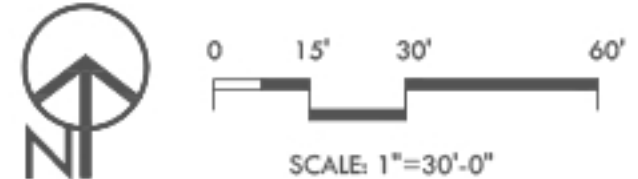
PROPERTY INFORMATION:

ADDRESS: 917 MCFEE ROAD
FARRAGUT TN, 37934
PARCEL: 162 01402
CTL MAP 162
ZONING: FAR (OS-P)
ACRES: 52.19
OWNER: TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT TN, 37934
COUNTY: KNOX

UTILITY PROVIDERS:

ELECTRIC: LCUB (LENOIR CITY UTILITY BOARD)
865-687-5282
WATER: FUD (FIRST UTILITY DISTRICT)
865-956-9711
SEWER: FUD (FIRST UTILITY DISTRICT)
865-956-9711
GAS: KUB (KNOXVILLE UTILITY BOARD)
865-524-2911
CABLE/INTERNET: TDS TELECOM
865-571-6662
CHARTER COMMUNICATIONS
865-406-7063

NOTE:
ALL LANDSCAPE / PLANT MATERIAL SHOWN ON
L.10 / L.20 (NOT INCLUDING FESCUE SEED ON ALL
DISTURBED AREAS PER STATE/ FEDERAL
EROSION CONTROL REQUIREMENTS) IS / SHOULD
BE INCLUDED AS ADD ALTERNATE #2



CANOPY LAND DESIGN, LLC
1325 BRANSON AVE KNOXVILLE, TN 37917
232.939.7403 CANOPYLANDDESIGN@GMAIL.COM
OWNER: TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934
PROJECT#: 2508

landscape PLAN

DATE: 7/2/2025
8/11/2025 - ADA NOTES
5/13/2026 - 811 UPDATED
DRAWN BY: DB CHECKED BY: DB

landscape PLAN

L.10

SHEET 11 OF 15

BID SET

Dog Park at MCFEE 917 MCFEE ROAD
FARRAGUT, TN

Ornamental Fencing



For Extra Small/Toy Breed Dogs

Extra small dogs present a challenge if you want an ornamental fence. Luckily our **Echelon Plus: Puppy Panel** is a great solution for toy breeds. The bottom half of the fence features an extra small picket spacing of 1.625 inches. We also recommend the Majestic style (shown above) which features a flush top rail, but other styles are available to suite your preference.

This style is also recommended for dog parks, boarding/kennel facilities and breeders, as the reduced spacing is safe for all size dogs including puppies.

Echelon Plus

Municipal

Daycare & Pre-school

Parks & Recreation

The sleek design and superior quality of Echelon Plus is International Building Code (IBC) compliant!

Echelon Plus has taken the quality and performance of aluminum ornamental fencing to a higher level. The strength characteristics of the reinforced rail and posts, coupled with a superior powder coat finish, make Echelon Plus the most durable .75" ornamental picket product on the market.

- Exceeds all IBC 2018 Handrail & Guards load requirements
- Standard 8 ft. panels yield project savings
- Redesigned rail for increased strength and maximum load capacity

Echelon Plus aluminum fencing is the highest quality residential and light commercial ornamental aluminum fence in the industry. The ForeRunner rail allows this aluminum fence system to follow changes in elevation while maintaining security under the fence. The Echelon Plus also has a good neighbor profile and the look of wrought-iron without the required maintenance of old fashioned wrought-iron and unlike traditional aluminum fences that have unsightly screws or rivets.

Colors

