



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Community Center
239 Jamestowne Blvd

AGENDA
December 12, 2024

BMA MEETING
6:00 PM

- I. Roll Call, Silent Prayer, Pledge of Allegiance**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. November 14, 2024**
- IV. Mayor's Report**
- V. Ordinances & Resolutions**
 - A. Ordinances**
 - 1. Public Hearing and Second Reading**
 - a) Ordinance 24-21**, Ordinance to amend the Farragut Municipal Code, Chapter 8, Business, Section 2. to replace the existing Business License in its entirety with a new ordinance titled Business Registration Program
 - 2. First Reading**
 - a) Ordinance 24-19**, Ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses and Structures, to provide for a second detached single-family dwelling unit under certain conditions
 - b) Ordinance 24-23**, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2024-2025 General Fund, Capital Investment Program and ARPA Fund budgets, passed by Ordinance 24-07

239 JAMESTOWNE BLVD | FARRAGUT, TN 37934 | 865.966.7057 |
WWW.TOWNOFFARRAGUT.ORG

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, 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

VI. Business Items

- A. Approval of Information Technology Managed Services Provider Contract with TenHats
- B. Approval of contract with Henricksen for Farragut Town Hall furniture & fixtures through Omnia Contract #R221002 and Sourcewell Contract #091423-OFS
- C. Approval of Contract with Everon for Town Hall Security & Installation through Omnia Contract #R220701
- D. Approval of Contract with Everon for Town Hall Security Licensing through Omnia Contract #R220701
- E. Approval of Purchases from SHI Corp. for Town Hall Network Equipment through Omnia Contract #2018011-02
- F. Approval of Town Hall Construction Contract Change Order #1 with Wright Construction
- G. Approval of Contract 2025-08 with Creek Enterprises LLC for the Farragut Fiber Optic Cable Infrastructure Project
- H. Approval of Contract with Cannon & Cannon for Construction Engineering Inspection (CEI) Services for the Farragut Fiber Optic Infrastructure Project
- I. Approval of Utility Make Ready Work Agreements for the Farragut Fiber Optic Cable Infrastructure Project

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

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.

- (a) 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.
- (b) A violation of this section is a Class A misdemeanor.

BMA MEETING

November 14, 2024

MINUTES

WORKSHOP

Discussion of Mayor Bob Leonard Park Pickleball Complex

Ron Oestreich, Parks & Recreation Director, presented the board with options for the pickleball complex. After much discussion the mayor asked that this item be put on the agenda to vote on which option to proceed with.

BMA MEETING

6:00 PM

Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; in addition to staff and member of the press.

Approval of Agenda

Motion was made to approve the agenda with the following amendments:

V.B.5. Approval of Resolution R-2024-25, Participation with National Association of State Procurements Officials (NASPO) Cooperative Purchasing

V.B.6. Approval of Resolution R-2024-26, Participation in the Interlocal Purchasing System (TIPS)

VI.D Approval of Option for court design for the Mayor Bob Leonard Pickleball Complex

Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of October 24, 2024, as presented. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Mayor's Report

2024 Small Business Saturday Proclamation

Mayor Williams thanked the staff and volunteers for a successful Battle of Campbell Station Event. The mayor also introduced Will Wiley, the new Public Works Director.

Mayor Williams appointed Louise Povlin to the Farragut Planning Commission. Ed St. Claire will be retiring from the Planning Commission after 30+ years.

Alderman Cain thanked the staff for their support and work on the Christmas lights and ice rink.

Ordinances & Resolutions

Ordinances

First Reading

Ordinance 24-21, Ordinance to amend the Farragut Municipal Code, Chapter 8, Business, Section 2. to replace the existing Business License in its entirety with a new ordinance titled Business Registration Program

Motion was made to approve Ordinance 24-21 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette. Kim Parks, 10701 Farragut Hills Blvd spoke during citizens comments. After discussion the board requested that staff insert a reference to the Farragut zoning ordinance for home-based businesses for second reading. Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Ordinance 24-22, Ordinance to Amend the Farragut Municipal Code, Chapter 2, Administration; Article 4, Code of Ethics to replace the existing code of ethics standards for the Town's Officers and Employees, as required under Section 8-17-103 of the Tennessee Code Annotated

Motion was made to approve Ordinance 24-22 on first reading. Moved by Vice-Mayor Meyer, seconded by Mayor Williams. Kim Parks, 10701 Farragut Hills Blvd spoke during citizens comments. The board requested that staff evaluate the usage of Shall instead of May within the policy. Roll call vote; Alderman Burnette, yes; Alderman Cain, no; Vice-Mayor Meyer, yes; Alderman White, no; Mayor Williams, yes; motion passed.

Resolution

Approval of Resolution R-2024-19, Town of Farragut Travel Policy

Motion was made to approve Resolution R-2024-19. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Resolution R-2024-22, Town of Farragut Surplus Property Policy

Motion was made to approve Resolution R-2024-22. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Resolution R-2024-23, Town of Farragut Personnel Policies and Procedures Manual

Motion was made to approve Resolution R-2024-23. Moved by Alderman White, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Resolution R-2024-24, Revised FY2025 Fee Schedule

Motion was made to approve Resolution R-2024-24. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Resolution R-2024-25, Participation with National Association of State Procurements Officials (NASPO) Cooperative Purchasing

Motion was made to approve Resolution R-2024-25. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Resolution R-2024-26, Participation in the Interlocal Purchasing System (TIPS)

Motion was made to approve Resolution R-2024-26. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Business Items

Approval of Request for approval of a variance of 200 feet from the requirement for driveways to be at least 400 feet apart on an arterial street, as provided for in Article 5 of the Farragut Municipal Code, Section 22-150 (1) b. Distance between driveways, for the proposed Echo Suites Hotel, 11244 Outlet Drive, Parcel 154.02, Tax Map 130, west of the Cotton Eyed Joes, 3.1 Acres, Zoned OD-RE/E (Cox Universal Group, Applicant)

Motion was made to approve the variance of 200 feet from the requirement for driveways to be at least 400 feet apart on an arterial street, as provided for in Article 5 of the Farragut Municipal Code, Section 22-150 (1) b. Distance between driveways, for the proposed Echo Suites Hotel, 11244 Outlet Drive, Parcel 154.02, Tax Map 130, west of the Cotton Eyed Joes, 3.1 Acres, Zoned OD-RE/E. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, and White; voting no, Alderman Cain; motion passed.

Approval of Professional Services Agreement with Cannon & Cannon, Inc. for Design of Traffic Signal at Intersection of Concord Road and Loop Road

Motion was made to approve the Professional Services Agreement with Cannon & Cannon, Inc. for Design of Traffic Signal at Intersection of Concord Road and Loop Road in the amount of \$49,510. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of legal services agreement with Watson, Roach, Batson and Lauderback, P.L.C.

Motion was made to approve the legal services agreement with Watson, Roach, Batson and Lauderback, P.L.C. Moved by Vice-Mayor Meyer, seconded by Mayor Williams; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Option for court design for the Mayor Bob Leonard Pickleball Complex

Motion was made to approve the 9 courts and 2 ADA parking space design. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Citizens Forum

Kim Parks, 10701 Farragut Hills Blvd. spoke during citizens forum.

Town Administrator's Report

David Smoak, Town Administrator, announced the following:

- Town was awarded the Excellence in Budget Presentation award from GFOA for FY25 budget
- Campbell Station Skate begins November 23
- Light the Park is November 25
- The second BMA meeting in November is cancelled due to Thanksgiving

Town Attorney's Report

The meeting adjourned at 7:26 PM for an executive session.

The meeting was reconvened at 7:59 PM. Tom Hale, Town Attorney, announced there was no discussion or deliberation.

The meeting adjourned at 8:00 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Ordinance 24-21, Ordinance to amend the Farragut Municipal Code, Chapter 8, Business, Section 2. to replace the existing Business License in its entirety with a new ordinance titled Business Registration Program

INTRODUCTION: The second reading of this ordinance will be to amend the current business license program by creating a new title for the program, Business Registration Program, and revising the current language.

BACKGROUND: In July 2012, the Board of Mayor and Aldermen adopted an ordinance to institute a Business License program. The program’s purpose is to identify, aid and support businesses who are engaged in any business by obtaining reliable information as to who is conducting or planning to conduct business and the nature of the business, within the town.

DISCUSSION: During the first reading of the ordinance, the board requested that the home occupation definition in the zoning ordinance be referenced in the amended ordinance for second reading. The update is in Section 8-20 (b) of the attached ordinance.

The updated ordinance reflects the purpose of the program and assist staff in acquiring information to involve the business community and aid with property maintenance contacts.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval.

PROPOSED MOTION: To approve Ordinance 24-21 on second and final reading.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE
PREPARED BY
1ST READING
2nd READING
PUBLISHED IN
DATE

24-21
Myers
November 14, 2024
December 12, 2024
Farragut Press

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 8, BUSINESS, SECTION 2. TO REPLACE THE EXISTING BUSINESS LICENSE IN ITS ENTIRETY WITH A NEW ORDINANCE TITLED BUSINESS REGISTRATION PROGRAM

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 8, Section 2, Business License.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended by replacing the existing business license in its entirety with a new ordinance titled business registration program as follows:

SECTION 1.

Sec. 8-19. Purpose.

The purpose of this article is to identify, aid and support businesses who are engaged in any business by obtaining reliable information as to who is conducting or planning to conduct business and the nature of the business, within the town.

Sec. 8-20. Application of article.

- (a) Each person who conducts a business, as that term is defined by T.C.A. § 67-4-702(a)(2), which operates from a physical site or place of business situated within the corporate limits of the town is subject to this article. Any person operating a business which does not do so from a physical location or site within the corporate limits of the town, needs not obtain a business registration certificate, even though it conducts business with customers in the town. For purposes of this article, the term "person" shall include either individuals, corporations, partnerships, or any other legal entity involving a business relationship.
- (b) The business registration requirement shall apply to all vocations, occupations, and businesses within the town as declared by the general laws of the state. The business registration requirement applies to all commercial, and office-based businesses, as well as ~~and~~ home-based businesses as defined as Home Occupation in the Town of Farragut Zoning Ordinances. This requirement ~~and~~ does not replace or nullify the need to obtain other permits or licenses required by separate ordinances.

ORDINANCE
PREPARED BY
1ST READING
2nd READING
PUBLISHED IN
DATE

24-21
Myers
November 14, 2024
December 12, 2024
Farragut Press

AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 8, BUSINESS, SECTION 2. TO REPLACE THE EXISTING BUSINESS LICENSE IN ITS ENTIRETY WITH A NEW ORDINANCE TITLED BUSINESS REGISTRATION PROGRAM

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 8, Section 2, Business License.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended by replacing the existing business license in its entirety with a new ordinance titled business registration program as follows:

SECTION 1.

Sec. 8-19. Purpose.

The purpose of this article is to identify, aid and support businesses who are engaged in any business by obtaining reliable information as to who is conducting or planning to conduct business and the nature of the business, within the town.

Sec. 8-20. Application of article.

- (a) Each person who conducts a business, as that term is defined by T.C.A. § 67-4-702(a)(2), which operates from a physical site or place of business situated within the corporate limits of the town is subject to this article. Any person operating a business which does not do so from a physical location or site within the corporate limits of the town, needs not obtain a business registration certificate, even though it conducts business with customers in the town. For purposes of this article, the term "person" shall include either individuals, corporations, partnerships, or any other legal entity involving a business relationship.
- (b) The business registration requirement shall apply to all vocations, occupations, and businesses within the town as declared by the general laws of the state. The business registration requirement applies to all commercial and office-based businesses, as well as home-based businesses as defined as Home Occupation in the Town of Farragut Zoning Ordinances. This requirement does not replace or nullify the need to obtain other permits or licenses required by separate ordinances.

Sec. 8-21. Separate businesses.

Each person or entity doing business in more than one factory, mill, warehouse, store, stall or stand, or other place of business, shall secure a separate registration for each such place of business, unless such places of business are contiguous to each other, communicate directly with and open into each other, and are operated as a unit, and shall pay the prescribed fee for each such place of business.

Sec. 8-22. Multi-vendor sales locations.

In the case of office suites, salon suites, antique malls, vendors renting booth space, or similar activities as determined by the town administrator, each business shall register businesses separately.

Sec. 8-23. Applications.

Every application for business registration as defined in this article shall be submitted through the town's website or in writing on a form to be provided by the town.

Sec. 8-24. Registration issuance and renewals.

- (a) *New Registration.* Upon receipt of the application, payment of \$15.00, review and approval by the Community Development Department, the town recorder shall issue the business registration certificate. Business Registration certificates will be emailed to the business owner.
- (b) *Term of registration.* A business registration certificate issued to a new business shall be effective on the day it begins operating and shall expire on June 30 of the town's fiscal year. A registration certificate issued for each subsequent fiscal year shall be effective July 1 and shall expire on June 30 of the town's fiscal year.
- (c) *Business Registration Renewal.* The business shall renew the business registration on or before June 30 of the town's fiscal year. There shall be no charge for the renewal of an existing registration. In the event a business fails to submit a request for renewal of its existing registration on or before August 31, its registration shall lapse, and a new registration must be applied for and the proper fee paid as with any new registration.

Sec. 8-25. Procedure if other approval or permit is required.

In any case where other municipals, permits or licenses are required of any business, the town recorder shall not issue a business registration certification until such approval or permits have been acquired. In addition to being cited and fined for violation of these regulations, in a case where other municipal approvals, permits or licenses are required of the business, such other approvals, permits or licenses may be revoked or withheld by the town if the business does not obtain business registration as required by this article.

Sec. 8-26. Contents of license; official copies of same.

Every business registration certificate shall show the name of the business, the location thereof, and expiration date. The town recorder shall maintain the status of every business registration issued.

Sec. 8-27. Display of license.

Every business registration certificate shall be kept in plain sight for the public to view the place of business named on the license.

Sec. 8-28. Assignments and transfers.

Every business registration issued under these provisions shall only be assignable when that business carried out at a fixed place is sold as a unit to any person and the purchaser thereof is carrying on the same business and business name at the same place, the business registration may be assigned to the purchaser. Upon delivery of the registration certificate, properly assigned, to the town recorder, together with a written statement that the business has been sold as a unit and that the purchaser is to carry on the same at the same place of business the assignee shall be entitled to have a new certificate issued. The town recorder shall cancel the assigned registration certificate upon issuance of a revised business registration.

Sec. 8-29. Exemptions.

The following businesses are exempt from the requirements of this article as indicated below:

- a) Any not-for-profit business operated for a religious, educational, civic, patriotic, charitable, or fraternal purpose, if the entire gross income of the business is used for said purpose.
- b) Any not-for-profit business that operates group homes, day cares or other types of care facilities for a nonprofit religious, educational, civic, patriotic, charitable, or fraternal purpose is exempt from payment of a business registration fee, if the entire gross income of the business is used exclusively for nonprofit purposes.

Secs. 8-30—8-59. Reserved.

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Request for approval of Ordinance 24-19 on first reading. An ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses and Structures, to provide for a second detached single-family dwelling unit under certain conditions

INTRODUCTION AND BACKGROUND: The staff reviewed the applicant's request initially at the August 15 Planning Commission meeting. Commissioners were generally open to the idea of a second single family detached dwelling unit but wanted this option to be restricted to a very limited number of lots. It was discovered through a query conducted by the Town's GIS analyst that roughly 115 lots are zoned R-1 and greater than one and one-half acres. Commissioners asked the staff to look for options to reduce that number.

DISCUSSION: One option that was discussed at the October 17 Planning Commission meeting was to determine how many existing lots of record could not be further subdivided to be in compliance with the Town's Subdivision Regulations. Generally, these were lots that wouldn't have enough frontage to be divided further. The R-1 District requires new lots to have at least 75 feet of public street frontage so lots with less than 150 feet of street frontage would not qualify for further division. When that consideration was applied to the 115 lots, the count was reduced significantly to around 25. These lots and those with more than 150 feet of street frontage are shown on the map included in the packet. The Planning Commission asked the staff to put together language that included this as one of the requirements for a property to qualify for a second single-family detached dwelling unit on an existing lot.

RECOMMENDATION: At the Planning Commission meeting on November 21, the staff reviewed the criteria included in Ordinance 24-19. The criteria are as follows:

- a. The lot is at least one and one-half acres.
- b. It has been determined by Town staff that the lot could not be further subdivided in compliance with the Town's Subdivision Regulations.
- c. The second dwelling unit shall meet the setback requirements for principal dwelling units in the (R-1) District.
- d. The second dwelling unit shall be situated so that it is at least 40 feet from the existing dwelling unit.
- e. The second dwelling unit shall not create an additional access to a public street. The access shall be shared with the existing dwelling unit.
- f. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.
- g. The lot of record and both dwelling units shall be served with sanitary sewer and water provided by a public utility.

To help show where this language is in relation to the remaining section of the R-1 District, a copy of the existing language in the R-1 Zoning District is also included in the packet with the proposed language highlighted in red.

At their meeting on November 21, the Planning Commission unanimously recommended approval of Ordinance 24-19 with a clarification made to subsection g. which is now reflected in Ordinance 24-19. The Community Development Director, Mark Shipley, also recommends approval of Ordinance 24-19. The provisions in this ordinance advance the strategy in the Town’s Comprehensive Land Use Plan of “Encouraging Greater Housing Choice.”

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>WHITE</u>	<u>CAIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE:	24-19
PREPARED BY:	Shipley
REQUESTED BY:	Tyler Butler
CERTIFIED BY FMPC:	November 21, 2024
PUBLIC HEARING:	_____
PUBLISHED IN:	_____
DATE:	_____
1ST READING:	_____
2ND READING:	_____
PUBLISHED IN:	_____
DATE:	_____

AN ORDINANCE TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SECTION III., RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), SUBSECTION B., PERMITTED USES AND STRUCTURES, TO PROVIDE FOR A SECOND DETACHED SINGLE-FAMILY DWELLING UNIT UNDER CERTAIN CONDITIONS

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 3., Section III., Rural Single-Family Residential District (R-1), Subsection B., Permitted Uses and Structures, to provide for a second detached single-family dwelling unit under certain conditions;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance is hereby amended by replacing Chapter 3., Section III., Subsection B., Permitted Uses and Structures, in its entirety as follows:

SECTION 1.

Sec. III. Rural single-family residential district (R-1).

B. *Permitted uses and structures.*

1. Detached single-family dwellings.
2. A second detached single-family dwelling unit may be permitted on an existing lot of record provided all of the following criteria are met:
 - a. The lot is at least one and one-half acres.
 - b. It has been determined by Town staff that the lot could not be further subdivided in compliance with the Town's Subdivision Regulations.
 - c. The second dwelling unit shall meet the setback requirements for principal dwelling units in the (R-1) District.

- d. The second dwelling unit shall be situated so that it is at least 40 feet from the existing dwelling unit.
 - e. The second dwelling unit shall not create an additional access to a public street. The access shall be shared with the existing dwelling unit.
 - f. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.
 - g. The lot of record and both dwelling units shall be served with sanitary sewer and water provided by a public utility.
3. Agricultural uses on lots larger than one acre.
4. Recreational facilities and open space which are developed as an integral part of the residential development provided the following development criteria are met:
- a. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent;
 - b. Site plan and landscape plan shall be submitted as regulated in Chapter 4; and
 - c. That all non-building structures, except for arbors, are setback a minimum of 20 feet from all front property lines and ten feet from all side and rear property lines. Arbors shall be set back a minimum of ten feet from all property lines.
5. Schools, public and private, and churches and other places of worship provided the following development criteria are met:
- a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.
 - b. There shall be a minimum lot size of five acres.
 - c. There shall be a buffer strip which meets the following minimum development criteria:
 - 1) The buffer strip shall be a minimum of 25 feet in width on all side and rear property lines;
 - 2) Existing, mature vegetation shall be preserved and incorporated into the buffer strip;
 - 3) No grading shall occur in the buffer strip; and
 - 4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.
 - d. The following setback requirements are met:
 - 1) *Front yard.* All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than 50 feet. For the

purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.

2) *Side and rear yards.*

- a) All buildings shall be set back a minimum of 50 feet. Setbacks shall be measured from the nearest point of any property line; and
- b) All accessory structures, excluding signs and fences, shall be set back a minimum of 30 feet. Setbacks shall be measured from the nearest point of any property line.
- e. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent.
- f. A site plan and landscape plan shall be submitted as regulated in Chapter 4.
- 6. Agricultural accessory uses and structures, provided there is a minimum lot size of one acre.
- 7. Accessory uses and structures.
- 8. Customary Home Occupations as regulated in Chapter 4.
- 9. Cemeteries and historical monuments.
- 10. Signs as regulated in the [Farragut] Municipal Code.
- 11. Utility uses.
- 12. Existing off-premises outdoor advertising as regulated in Chapter 4.

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this ____ day of _____, 2024, with approval recommended.

Scott Russ, Chairman

Shannon Preston, Secretary

RESOLUTION PC-24-17

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO AMEND THE TEXT OF THE FARRAGUT ZONING ORDINANCE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO AUTHORITY GRANTED BY SECTION 13-4-201, TENNESSEE CODE ANNOTATED, BY AMENDING THE FARRAGUT MUNICIPAL CODE, APPENDIX A., ZONING, CHAPTER 3., SPECIFIC DISTRICT REGULATIONS, SECTION III., RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), SUBSECTION B., PERMITTED USES AND STRUCTURES, TO PROVIDE FOR A SECOND DETACHED SINGLE-FAMILY DWELLING UNIT UNDER CERTAIN CONDITIONS

WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on November 21, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 24-19.

ADOPTED this 21st day of November 2024.

Scott Russ, Chairman

Shannon Preston, Secretary

Sec. III. Rural single-family residential district (R-1).

- A. *General description.* It is the intent of this zone to provide for low density residential use in designated areas of the town, and especially in areas where natural factors such as steep slopes, high erosion potential, etc., or public service considerations such as narrow and inadequate collector streets impose high public, dollar, and environmental costs on intense urban development.
- B. *Permitted uses and structures.*
1. Detached single-family dwellings.
 2. A second detached single-family dwelling unit may be permitted on an existing lot of record provided all of the following criteria are met:
 - a. The lot is at least one and one-half acres.
 - b. It has been determined by Town staff that the lot could not be further subdivided in compliance with the Town's Subdivision Regulations.
 - c. The second dwelling unit shall meet the setback requirements for principal dwelling units in the (R-1) District
 - d. The second dwelling unit shall be situated so that it is at least 40 feet from the existing dwelling unit.
 - e. The second dwelling unit shall not create an additional access to a public street. The access shall be shared with the existing dwelling unit.
 - f. The second dwelling unit shall be able to satisfy all applicable utility, code, and fire suppression requirements.
 - g. The lot of record and both dwelling units shall be served with sanitary sewer and water provided by a public utility.
 - ~~2~~3. Agricultural uses on lots larger than one acre.
 - ~~3~~4. Recreational facilities and open space which are developed as an integral part of the residential development provided the following development criteria are met:
 - a. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent;
 - b. Site plan and landscape plan shall be submitted as regulated in Chapter 4; and
 - c. That all non-building structures, except for arbors, are setback a minimum of 20 feet from all front property lines and ten feet from all side and rear property lines. Arbors shall be set back a minimum of ten feet from all property lines.
 - ~~4~~5. Schools, public and private, and churches and other places of worship provided the following development criteria are met:
 - a. Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.
 - b. There shall be a minimum lot size of five acres.
 - c. There shall be a buffer strip which meets the following minimum development criteria:

-
- 1) The buffer strip shall be a minimum of 25 feet in width on all side and rear property lines;
 - 2) Existing, mature vegetation shall be preserved and incorporated into the buffer strip;
 - 3) No grading shall occur in the buffer strip; and
 - 4) Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.
- d. The following setback requirements are met:
- 1) *Front yard.* All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than 50 feet. For the purposes of this ordinance, the interstate highway right-of-way shall be considered a side or rear lot line.
 - 2) *Side and rear yards.*
 - a) All buildings shall be set back a minimum of 50 feet. Setbacks shall be measured from the nearest point of any property line; and
 - b) All accessory structures, excluding signs and fences, shall be set back a minimum of 30 feet. Setbacks shall be measured from the nearest point of any property line.
- e. The maximum coverage for the total building area shall not exceed 35 percent and the total lot coverage shall not exceed 60 percent.
- f. A site plan and landscape plan shall be submitted as regulated in Chapter 4.
- ~~5.6.~~ Agricultural accessory uses and structures, provided there is a minimum lot size of one acre.
- ~~6.7.~~ Accessory uses and structures.
- ~~7.8.~~ Customary Home Occupations as regulated in Chapter 4.
- ~~8.9.~~ Cemeteries and historical monuments.
- ~~9.10.~~ Signs as regulated in the [Farragut] Municipal Code.
- ~~10.11.~~ Utility uses.
- ~~11.12.~~ Existing off-premises outdoor advertising as regulated in Chapter 4.
- C. *Uses permitted as special exception.* The following uses may be permitted on review by the Board of Zoning Appeals in accordance with provisions contained in Tennessee Code Annotated § 13-7-207 [T.C.A. § 13-7-207]. The board shall state, in writing, its determination and the reasons for either accepting (with or without modification) or rejecting the proposal. Please refer to Chapter 4, section II. Administration and Enforcement, E. Special Exceptions, 3. General Review Standards, for review criteria.
1. Country clubs with a nine or more hole golf course, but not miniature golf courses or driving ranges operated for commercial purposes, provided a site plan and landscape plan shall be submitted as regulated in Chapter 4.
 2. Mobile homes, provided such shall not be placed within developed subdivisions with existing single-family dwellings.
- D. *Area regulations.*
1. *Front Yard.* All structures, excluding fences, detention basin structures, subdivision walls, entrance pillars, landscaping structures, and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of 35 feet, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code. Detention basin structures, subdivision walls, entrance pillars, and

landscaping structures shall be set back from the nearest point of any right-of-way a minimum of ten feet. Electrical substations, utility offices, or any other utility building shall meet the front yard setback requirements.

2. *Side yard.*

- a. All principal buildings used as a residence shall be set back a total on two sides of at least 40 feet, but not less than 15 feet on any one side;
- b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
- c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of five feet.

3. *Rear yard.*

- a. All principal buildings used as a residence shall be set back a minimum of 25 feet;
- b. All agricultural structures, excluding fences, shall be set back a minimum of 35 feet; and
- c. All non-agricultural accessory structures, excluding fences, shall be set back a minimum of five feet.

4. *Buffer strip.*

- a. When a grouping or clustering of dwelling units is approved as a special exception and the Board of Zoning Appeals requires a buffer strip, such strip shall be a minimum of 25 feet in width on all front, side, and rear peripheral property lines of the entire tract. The buffer strip shall be planted and platted at the time of subdivision;
- b. Existing, mature vegetation shall be preserved and incorporated into the buffer strip;
- c. A landscape plan shall be submitted as regulated in Chapter 4; and
- d. Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strip.

5. *Lot width.*

- a. Each lot shall front on a public road for a minimum of 75 feet, except in special circumstances such as a cul-de-sac, in which case each lot shall front on a public road for a minimum of 60 feet; and
- b. The lot length of each lot that is less than 150 feet in width shall not be greater than three times the lot width.

6. *Maximum lot coverage.*

- a. Total building area: 25 percent, except as provided for elsewhere in this section; and
- b. Total lot coverage: 35 percent, except as provided for elsewhere in this section.

7. *Size regulations.* No non-agricultural accessory building shall exceed 30 percent of the footprint of the principal building that is used as a residence or 600 square feet in size, whichever is greater.

8. *Land area.*

- a. Each lot and/or dwelling unit served by a sanitary sewer system: 20,000 square feet; or
- b. Each lot and/or dwelling unit not served by a sanitary sewer system: One acre, or greater as may be required by the Health Department.

E. *Height regulations.*

-
1. No principal building shall exceed 2½ stories, or 35 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code; and
 2. No accessory structure shall exceed 15 feet in height, except as provided for elsewhere in this ordinance or the [Farragut] Municipal Code.
 3. Accessory residential buildings constructed on a slope in excess of 4:1 (run/rise) may exceed 15 feet in height (up to a maximum of 20 feet in height), provided such building is situated on a lot of record that is at least one acre and the building is set back two additional feet from the standard accessory building setback for each foot the building is in excess of 15 feet in height.

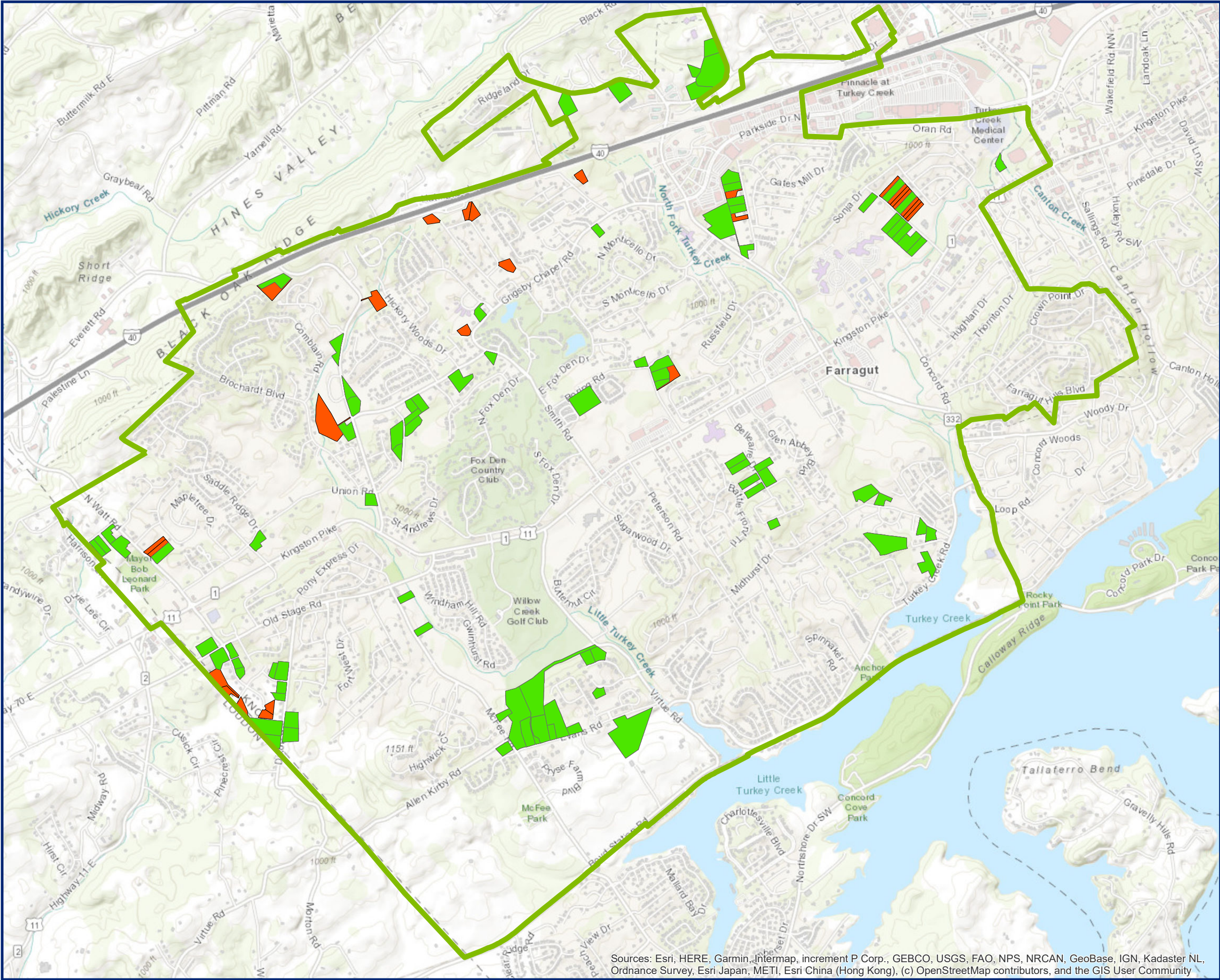
F. *Off-street parking.* As regulated in Chapter 4.

(Ord. No. 86-16, 4-1986; Ord. of 2-2006; Ord. No. 06-34, § 2, 1-11-2007; Ord. No. 07-29, § 1, 7-19-2007; Ord. No. 12-03, § 1, 2-23-2012; Ord. No. 18-05, § 1, 6-28-2018)



Parcels Zoned R-1
Over 1.5 Acres
Street Frontage

- R-1 Parcel Over 1.5 Acres with less than 150 ft Street Frontage
- R-1 Parcel Over 1.5 Acres with over 150 ft Street Frontage



1 inch = 2,700 feet
Map Prepared: 9/5/2024

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Ordinance 24-23, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2024-2025 General Fund, Capital Investment Program and ARPA Fund budgets, passed by Ordinance 24-07

INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 24-23 on first reading to amend the Fiscal Year 2025 General Fund, Capital Investment Program and ARPA Fund budgets.

General Fund

DISCUSSION:

The General Fund will be amended by increasing expenditures from \$11,173,602 to \$11,188,302, an increase of \$14,700 for the following line items in the Public Works Department. Funds will be utilized from fund balance.

<u>Public Works 43000</u>	<u>Original Budget</u>	<u>Amount to Amend</u>	<u>Amended Budget</u>
Clothing & Uniforms-1380	23,380	5,100	28,480
Operating Supplies-3000	6,000	500	6,500
Major Equipment/Machinery-9490	22,000	9,100	31,100
		14,700	Total Increase

FINANCIAL SECTION: General Fund

Account Number: General Fund Expenditures		
<u>FY2025 Budget</u>	<u>Requested Amendment</u>	<u>FY2025 Amended Budget</u>
\$11,173,602	\$14,700	\$11,188,302
Approved By: <u>A. Myers</u>		

Capital Investment Program

DISCUSSION:

The Capital Investment Program will be amended by increasing expenditures from \$17,897,616 to \$21,835,681, an increase of \$3,938,065. Additional Funds are needed for the projects below.

- Appraisal service for McFee Road Land purchase will increase \$10,800, these expenditures will be funded through fund balance.
- McFee Dog Park-Expenditures will increase due to the allocation of the grant funding from the Boyd Foundation.

<u>Amendment From Fund Balance</u>	<u>Original Budget</u>	<u>Amended Budget</u>	
McFee Land Purchase	0	10,800	Appraisal
McFee Dog Park-Boyd Foundation	0	25,000	Assigning grant funding to the expenditure
		35,800	From Fund Balance

The following project amendments are required to transfer budgeted funding from Fiscal Year 2024 to Fiscal Year 2025.

<u>From Fiscal Year to Another FY24 to FY25</u>	Original Budget	Amended Budget
CMAQ Project	0	2,172,142
Mid-Block Crossing Grigsby Chapel	0	312,135
Town Center Improvements	0	500,000
Virtue Road Engineering	0	515,968
Union Road Right of Way	0	337,495
Watt Road Roundabout	0	63,225
McFee Gates	0	1,000
Public Works Storage Shed Roof	0	300
		3,902,265
		Total from FY24
		3,938,065
		Total for the Amendment

FINANCIAL SECTION: Capital Investment Program

Account Number: CIP Expenditures		
<u>FY2025 Budget</u>	<u>Requested Amendment</u>	<u>FY2025 Amended Budget</u>
\$17,897,616	\$3,938,065	\$21,835,681
Approved By: <u>A. Myers</u>		

ARPA Fund

DISCUSSION:

The ARPA Fund will be amended by increasing expenditures from \$4,696,981 to \$9,357,991, an increase of \$4,661,010. Additional Funds are needed for the projects below.

- Stormwater Parking Facilities will increase \$27,334, this expenditure will be funded through fund balance.
- Stormwater Master Plan will increase \$206,849, this expenditure will be funded through fund balance.
- Stormwater Improvements will increase \$32,450, this expenditure will be funded through fund balance.

<u>Amendment From Fund Balance</u>	Original Budget	Amount to Amend	Amended Budget
Stormwater Parking Facilities	2,706,579	27,334	2,733,913
Stormwater Master Plan	0	206,849	206,849
Stormwater Improvements	1,675,681	32,450	1,708,131
		266,633	From Fund Balance

The following project amendments are required to transfer budgeted funding from Fiscal Year 2024 to Fiscal Year 2025.

<u>From Fiscal Year to Another FY24 to FY25</u>	<u>Original Budget</u>	<u>Amount to Amend</u>	<u>Amended Budget</u>
Town Hall	0	2,668,232	2,668,232
Stormwater Improvements	204,328	1,471,353	1,675,681
Broadband Fiber Project	1,786,074	254,792	2,040,866
		4,394,377	Total from FY24
		4,661,010	Total for the Amendment

FINANCIAL SECTION: ARPA Fund Budget

Account Number: ARPA Fund Expenditures		
<u>FY2025 Budget</u>	<u>Requested Amendment</u>	<u>FY2025 Amended Budget</u>
\$4,696,981	\$4,661,010	\$9,357,991
Approved By: <u>A. Myers</u>		

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder

PROPOSED MOTION: Motion to approve Ordinance 24-17 on second and final reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>CAIN</u>	<u>WHITE</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	24-23
PREPARED BY	Myers
1 ST READING	December 12, 2024
2 ND READING	January 9, 2025
PUBLISHED IN	Farragut Press
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE
FISCAL YEAR 2024-2025 GENERAL FUND AND CAPITAL INVESTMENT FUND
BUDGETS, PASSED BY ORDINANCE 24-07**

WHEREAS, the Town of Farragut adopted the fiscal year 2024-25 budget by passage of Ordinance Number 24-07 on June 13, 2024; 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 General Fund, Capital Investment Fund, and ARPA Fund budgets; 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 2024-2025 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 24-07 is hereby amended by:

The **General Fund** will be amended by increasing expenditures from \$11,173,602 to \$11,188,302, an increase of \$14,700 in the Public Works Department.

The **Capital Investment Program Budget** will be amended by increasing expenditures from \$17,897,616 to \$21,835,681, an increase of \$3,938,065 for the following.

CIP Budget Amendments-310

<u>Amendment From Fund Balance</u>	Original Budget	Amended Budget	
McFee Land Purchase	0	10,800	Appraisal
McFee Dog Park-Boyd Foundation	0	25,000	Assigning grant \$\$ to an expenditure
		35,800	From Fund Balance
<u>From Fiscal Year to Another FY24 to FY25</u>	Original Budget	Amended Budget	
CMAQ Project	0	2,172,142	
Mid-Block Crossing Grigsby Chapel	0	312,135	
Town Center Improvements	0	500,000	
Virtue Road Engineering	0	515,968	
Union Road Right of Way	0	337,495	
Watt Road Roundabout	0	63,225	

McFee Gates	0	1,000	
Public Works Storage Shed Roof	0	300	
			Total from FY24
		3,902,265	
		3,938,065	Total for the Amendment

The **ARPA Fund** will be amended by increasing expenditures from \$4,696,981 to \$9,357,991, an increase of \$4,661,010 for the following projects.

ARPA Budget Amendments-316			
<u>Amendment From Fund Balance</u>	Original Budget	Amount to Amend	Amended Budget
Stormwater Parking Facilities	2,706,579	27,334	2,733,913
Stormwater Master Plan	0	206,849	206,849
Stormwater Improvements	1,675,681	32,450	1,708,131
		266,633	From Fund Balance
<u>From Fiscal Year to Another FY24 to FY25</u>	Original Budget	Amount to Amend	Amended Budget
Town Hall	0	2,668,232	2,668,232
Stormwater Improvements	204,328	1,471,353	1,675,681
Broadband Fiber Project	1,786,074	254,792	2,040,866
		4,394,377	Total from FY24
		4,661,010	Total for the Amendment

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder 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

Allison Myers, Town Recorder

Ordinance 24-23 Budget Amendment

General Fund Budget Amendments-110

	Original Budget	Amount to Amend	Amended Budget
<u>Public Works 43000</u>			
Clothing & Uniforms-1380	23,380	5,100	28,480
Operating Supplies-3000	6,000	500	6,500
Major Equipment/Machinery-9490	22,000	9,100	31,100
		14,700	Total Increase

CIP Budget Amendments-310

	Original Budget	Amended Budget	
<u>Amendment From Fund Balance</u>			
McFee Land Purchase	0	10,800	Appraisal
McFee Dog Park-Boyd Foundation	0	25,000	Assigning grant \$\$ to an expenditure
		35,800	Balance

	Original Budget	Amended Budget	
<u>From Fiscal Year to Another FY24 to FY25</u>			
CMAQ Project	0	2,172,142	
Mid-Block Crossing Grigsby Chapel	0	312,135	
Town Center Improvements	0	500,000	
Virtue Road Engineering	0	515,968	
Union Road Right of Way	0	337,495	
Watt Road Roundabout	0	63,225	
McFee Gates	0	1,000	
Public Works Storage Shed Roof	0	300	
		3,902,265	Total from FY24
		3,938,065	Total for the Amendment

ARPA Budget Amendments-316

	Original Budget	Amount to Amend	Amended Budget
<u>Amendment From Fund Balance</u>			
Stormwater Parking Facilities	2,706,579	27,334	2,733,913
Stormwater Master Plan	0	206,849	206,849
Stormwater Improvements	1,675,681	32,450	1,708,131
		266,633	Balance
	Original Budget	Amount to Amend	Amended Budget
<u>From Fiscal Year to Another FY24 to FY25</u>			
Town Hall	0	2,668,232	2,668,232
Stormwater Improvements	204,328	1,471,353	1,675,681
Broadband Fiber Project	1,786,074	254,792	2,040,866
		4,394,377	Total from FY24
		4,661,010	Total for the Amendment

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Travis Ramsey, IT Manager

SUBJECT: Approval of Information Technology Managed Services Provider Contract with TenHats

INTRODUCTION: The purpose of this agenda item is to approve the managed services provider contract with TenHats.

BACKGROUND: TenHats has been the Town’s managed services provider since May 2020. Staff has been very pleased with the company’s knowledge of the industry and customer service.

DISCUSSION: The contract will provide monitoring and equipment for network firewall protection, servers and data backups and storage.

TenHats will provide these managed services for 12 months with an option to extend up to an additional 24 months. The monthly cost for the services managed is \$3,820, a total of \$22,920 for the remaining six months of the current fiscal year.

FINANCIAL SECTION:

Account Number: 110-41640-2170			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$100,000	\$22,920	\$52,641.41	\$24,438.59
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Travis Ramsey, IT Manager, for approval

PROPOSED MOTION: To approve the managed services provider contract with TenHats.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

EQUIPMENT AND SERVICES AGREEMENT

This Agreement is made by and between Town of Farragut (“Town”) and TenHats, LLC, a Tennessee Limited Liability Company (“Vendor”) for the equipment and professional services for the assignment described as follows:

Project: Managed Firewall and Data Management

Location: Town of Farragut – Town Hall

Description of Project: Provide equipment for use in firewall protection and data storage for Town data and services to support data management and protection.

1. Equipment and Professional Services. Contractor agrees to provide Equipment for the Town’s use and benefit and to perform the following Basic Services under this Agreement:

See Attachment A to this Agreement for a description of the project [Attachment A would include pp. 3-7 and 5 pages entitled Managed Services Statement of Work] and monthly compensation.

2. 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, purchase orders 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.

a. 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.

b. Award/Rejection of Responses. Subject to the formulation of and agreement to the terms and conditions of sale, the award of this project has been made to TenHats, LLC.

c. Interpretations. The Town of Farragut is not responsible for oral

interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document if a question exists. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut's web page. All addenda become part of the contract and all vendors/vendors are bound by such addenda.

d. Use of Solicitation Forms. Vendors are to complete the forms contained herein as attachments.

e. [Intentionally Deleted]

f. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut ("Town").

g. Alterations or Amendments. Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut's prior written approval.

h. 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.

i. Compensation And Payment Terms. The Town of Farragut shall pay Vendor on a monthly basis as set out in Attachment A.

j. 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.

k. 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.

l. [Intentionally Deleted]

m. 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.

n. 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.

o. Expenses Incurred. All expenses incurred in the preparation and submission in response to a solicitation or purchase order shall be borne by the Vendor.

p. 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.

q. 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:

i. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.

ii. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

iii. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

iv. 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:

a) The Town of Farragut, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:

1. Commercial General Liability 2.
Auto Liability

b) A vendor's insurance must be primary insurance as respects performance of subject contract.

c) 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.

r. Limitations of Responsibility. In no event is the Town liable for anticipated profits or for incidental or consequential damages. The 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.

s. 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.

t. 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 reasonable 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.

u. 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 contractors which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.

v. 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 Agreement. 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.

w. 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 Knox County, Tennessee, in accordance with the following provisions:

i. The mediation shall be conducted by a mediator mutually acceptable to both parties.

ii. The parties agree to share equally in the expense of the mediation.

iii. Such mediation may include the Vendor or any other person or entity who may be affected by the subject matter of the dispute.

iv. 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.

x. 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.

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.

y. [Intentionally Deleted]

z. Communications. Any notice to the Town shall be made in writing to the address specified below:

Town of Farragut
Attn: Finance/Purchasing
239 Jamestowne Blvd., Suite 201
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.

aa. 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.

bb. 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 a purchase order, are hereby incorporated into and shall become a part of this Agreement.

cc. Successors and Assigns. Town and Vendor each binds itself and its successors, and assigns, and legal representatives to the other party of this Agreement and to the successors, and assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

dd. 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 contractors 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.

ee. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.

ff. 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.

gg. Interest of Current and Past Members, Officers 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.

hh. 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.

ii. 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.

jj. 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.

kk. 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:

- i. the American with Disabilities Act, ii. the Immigration Reform and Control Act of 1986, iii. the Drug Free Workplace Act of 1988.
- iv. Executive Order 11246; "Equal Employment Opportunity."
- v. Copeland "Anti-Kickback" Act

Managed Services Statement of Work

Services

Company shall use commercially reasonable efforts to provide the following services to Client (the “Services”) on the terms provided herein and in the MSA.

Effective Date and Go Live Date

The Effective Date of this SOW is the date of this signed agreement. Company will notify Client of the date when all Services specified in this SOW are available to Client (the “Go Live Date”). Company will host a welcome call and provide Client with the information needed for Client to access the Services. Company’s obligation to deliver Service as specified herein does not begin until the Go Live Date. Prior to the Go Live Date, Client will be in the implementation process, which means the Services will not be active. Failure of the Client to engage with Company effectively and efficiently during the implementation period, including, but not limited to, failing to provide required access and information, to the extent that impedes or delays the Go Live Date by more than ninety (90) days after the date this SOW is signed, may lead to all or any of the following, at Company’s sole discretion, regardless of the status of implementation: a start of billing for the Services; additional fees; the beginning of the SOW Term; termination of this SOW. The Term shall begin on the Go Live Date.

Duration and Fees

Company shall provide the Services for 12 months with an option to extend up to 24 additional months, beginning on the Go Live Date (the “Initial Term”); provided, however, if Client and Company ever enter into a separate Proposal with a Term extending beyond the Term of this Proposal, the Term of this Proposal shall automatically be amended and extended to such longer Term. This SOW automatically renews for one (1) year terms (the “Renewal Terms” and together with the Initial Term, the “Term”), at one year term rates, unless either party gives the other party written notice to the other party of its intent not to renew this SOW at least sixty (60) days prior to the end of the then-current term. In the event that a user, device or resource is added at any time throughout the month, the full monthly rate shall apply to that addition. In the event that a user, device, or resource is removed during the month, there will be no prorated refund provided. At no point during the term of this SOW will the total monthly charge fall below 80% of the highest monthly charge in the last twelve months. Company reserves the right to increase the Fees during the Term no more often than once annually, and by no more than 10%. Company reserves the right to increase fees at any time during the term on an as-needed basis, if Company incurs unforeseen cost increases greater than five percent (5%) to provide Software or Solutions, by sending Customer written notice of the change no later than thirty (30) days prior to the date such change becomes effective.

Rates & Charges

In consideration of Company’s provision of the Services to Client, Client shall pay to Company the rates and charges for such Services as indicated in the table above (the “Fees”). Any Services which Client requests to be provided outside of regular business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m. ET) or on a Company-observed holiday shall be invoiced at the then-current rates. Client shall pay all Fees no later than fifteen (15) days after Client’s receipt of Company’s invoice for the same.

Available Services and Services Selected By Client

Available services offered by Company are listed in the Company’s Service Catalog. For each category of services, certain actions by Company are included in the fixed monthly fee; others are not included in the fixed monthly rate. The Services selected by Client to be included in this SOW are listed under Monthly Services above. Any services not listed in Monthly Services are not included under this SOW. The Company Service Catalog is available for review upon request.

Excluded Services

Services rendered under this SOW do not include the following, which are subject to Company's then current time and materials rates:

- Any service not specifically identified as included under this SOW.
- Parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- The cost of any software, licensing, or software renewal or upgrade fees.
- The cost of any 3rd party vendor or manufacturer support or incident fees.
- The cost to bring Client's environment up to minimum standards required for services.
- Maintenance of application software packages, whether acquired from Company or any other source.
- Any response to or remediation of an identified security incident (ransomware, business email compromise, data exfiltration, etc.).
- Any response to or remediation of a disaster incident (fire, flood, tornado, etc.).

Suitability Of Existing Environment

In order for Client's existing environment to qualify for Company's Services, the following requirements must be met:

- All servers, desktops and laptops covered by the Company's Services must be running a version of an operating system that is not end of life per its manufacturer, it must have all the latest updates installed, and all hard drives must be encrypted with industry standard enterprise-level encryption.
- Hardware and software covered by the Company's Services must not be end-of-sale or end-of-life. Replaceable parts must be reasonably available.
- All software installed on devices covered by the Company's Services must be genuine, properly licensed and vendor supported.
- The entire IT environment must have a currently licensed, up-to-date, and vendor-supported server-based end-point detection protecting all servers, desktops, laptops, and email.
- The environment must have a currently licensed, vendor-supported server-based backup solution.
- The environment must have a currently licensed, vendor-supported firewall between the internal network and the Internet.
- Any wireless data traffic in the LAN environment must be encrypted with industry standard, enterprise-level encryption.

Service Level Objective (SLO)

When Client contacts Company, Company will prioritize the incident per the priority levels below and will endeavor to respond within the given time frames. Priority levels are assigned at Company's sole discretion. For all after hours support that requires immediate attention, customer must open a ticket in via email or the portal AND call the Company' support desk.

Managed Services Response Time Objectives

<u>PRIORITY RESPONSE:</u> BASED ON SEVERITY & URGENCY	<u>WEEKDAYS:</u> Starting 8:00 AM through 5:00 PM ET Monday – Friday, excluding HOLIDAYS	<u>OFF HOURS:</u> WEEKDAYS: 5:00 PM-8:00 AM, WEEKENDS: 5:00 PM Friday to 8:00 AM Monday, HOLIDAYS, EMERGENCIES
<u>PRIORITY 1 - Highest Priority:</u> Service not available (all users and functions unavailable. Ex: Server down).	within 1 business hour	within 2 hours
<u>PRIORITY 2:</u> Significant degradation of service (large number of users or business critical functions affected).	within 2 business hours	within 2 hours
<u>PRIORITY 3:</u> Limited degradation of service (limited number of users or functions affected, business process can continue).	within 8 business hours	within 12 hours
<u>PRIORITY 4:</u> Small service degradation (business process can continue, one user affected).	within 24 business hours	within 24 business hours starting next business day

Third Party Providers

To enhance the Services provided by Company to Client, Company may utilize third parties for certain products ("Third-Party Product Vendors") or services ("Third-Party Providers"). In addition to Company, Client may be legally bound to certain third-party terms and conditions. Client may also be subject to any other agreements and documents presented by the Third-Party Product Vendors or Third-Party Providers that are required to provide the Services, each as amended by the third-party from time to time.

Third Party Product Vendors and Third-Party Providers may be changed/replaced during the service period. We will inform you via e-mail of the change and advise of the new terms and conditions for such services.

Backups

Under no circumstance is Company responsible for the data in the backups, data retention, data recovery, data loss, corruption, or failures of any kind outside of the control of Company. Company recommends that Client back-up its computer systems and files at a frequency that is prudent, including backing up all data used by the Client on their network, servers, and computers. Company further recommends, and has advised the Client, of the importance of storing any and all backup media (if any) in a secured location, quickly available and at a different location than the data being backed up.



TenHats Property

Company may place at Client's site or otherwise provide equipment, other goods, materials/supplies and/or similar items, software, and information owned by Company or a third party, for the purposes of carrying out this Managed Services Agreement (collectively, "Company Property"). Such placement or provision of Company Property shall not create any rights of ownership of Client or any third party. Client shall use reasonable care with Company Property, but no less care than Client uses with respect to its own property. Client shall return Company Property upon Company request or upon termination or expiration of this Managed Services Agreement. Client's failure to return Company Property within seven (7) days of request or upon termination or expiration of this Managed Services Agreement will result in a fee to the client equivalent to the new replacement cost of Company property.

Security

The electronic and physical security of all electronic equipment, computers, servers, and network is the sole responsibility of Client. While Company may make recommendations regarding the security of electronic equipment, computers, servers, and networks, it in no way is responsible for the security of said items, whether or not Company's recommendations are followed, as no security measures are 100% effective.

Viruses And Other Threats

Company recommends, and has advised Client, of the importance of using active firewalls and up-to-date virus and malware protection. Client understands that any attacks on Client's computer networks and/or computers as a result of malicious software, viruses, worms, social engineering, phishing, and other hacker threats to exploit Client's networks and computers are not the responsibility of Company, and that while Company does recommend certain security measures, it is not responsible for failure to comply with said recommendations or the failure of the recommended measures to protect Client's systems, as no such measures are 100% effective.

Electrical Power, Lightning, And Surges:

Company recommends, and has advised Client, that Client use UPS (Uninterrupted Power Supply/Backup Batteries) on all computer and network equipment covered under the Company's Services. It is Client's responsibility to provide such protection and/or backup batteries along with power outlets with sufficient power to support equipment at desired locations. Client further acknowledges and agrees that surges, power spikes, brownouts, blackouts, lightening damage or any acts of God are not the responsibility of Company and are outside the scope of this SOW.

Multifactor Authentication:

Company requires the use of multi-factor authentication on Microsoft 365, remote access, and externally-available applications at a minimum to provide increased security and to protect Client from various security threats. Client agrees to conform to the use of the multi-factor authentication software that is provided by Company, and to keep any dependent software up to date to support multi-factor authentication. Client agrees to train Client's employees on the importance of complying with multi-factor authentication security requirements.

Pre-Existing Defects And Conditions:

Client understands and agrees that pre-existing defects and conditions to Client's computers, network, servers, and software are outside the scope of this SOW.



Out-Of-Scope Issues:

Upon request of Client, Company may provide services on a Time & Materials ("T&M") basis. T&M is a method of engaging Company that allows Client to utilize a variety of Company technical resources on an as-needed basis. With a T&M engagement, Client is not purchasing a fixed set of deliverables, but instead is purchasing time on an as-used basis. The work performed during the resource's time is governed by to the expressed requirements of Client, and Company makes no warranty or guarantees beyond "reasonable endeavors" and "best efforts." All actual hours used by the Client will be billed at current rates.



We have prepared a quote for you

TOF 2024 Renewal

Quote # 002540
Version 1

Prepared for:
Town Of Farragut

David Smoak
dsmoak@townoffarragut.org

Prepared by:
TenHats

Jay Norris
jay.norris@tenhats.com

Managed Firewall

Description	Recurring	Qty	Ext. Recurring
Managed Firewall, FG-61E with UTP, per firewall Managed Firewall, FG-61E with UTP, per firewall	\$220.00	1	\$220.00
Managed Firewall, FG-100F with UTP, per firewall Managed Firewall, FG-100F with UTP, per firewall	\$420.00	1	\$420.00
Monthly Subtotal:			\$640.00

Infrastructure Support

Description	Recurring	Qty	Ext. Recurring
TH-INFRA-SUP- SW-MGMT-FS-200 Switch Management, Fortinet 200 series or lower, per device Management, monitoring and support of customer owned switch per device	\$60.00	4	\$240.00
Monthly Subtotal:			\$240.00

Managed Private Cloud

Description	Recurring	Qty	Ext. Recurring
TH-MGD-PRV-CLD-VM-2/16-WIN Mgd Private Cloud, VM, Windows, 2/16 Managed Private Cloud, VM, Windows, up to 2 vCPU and 16 GiB of memory	\$190.00	1	\$190.00
TH-MGD-PRV-CLD-VM-2/8-WIN Mgd Private Cloud, VM, Windows, 2/8 Managed Private Cloud, VM, Windows, up to 2 vCPU and 8 GiB of memory	\$120.00	1	\$120.00
TH-MGD-PRV-CLD-VM-4/8-WIN Mgd Private Cloud, VM, Windows, 4/8 Managed Private Cloud, VM, Windows, up to 4 vCPU and 8 GiB of memory	\$125.00	1	\$125.00

Managed Private Cloud

Description	Recurring	Qty	Ext. Recurring
TH-MGD-PRV-CLD-HOST-S1 Mgd Private Cloud, Dedicated Host, S1 Mgd Private Cloud, Dedicated Host, S1	\$280.00	1	\$280.00
TH-MGD-PRV-CLD-STOR-3.84 Mgd Private Cloud, Internal Storage, 3.84TB, SSD Mgd Private Cloud, Internal Storage, 3.84TB, SSD	\$150.00	1	\$150.00
Monthly Subtotal:			\$865.00

Managed TenHats Cloud

Description	Recurring	Qty	Ext. Recurring
TH-MGD-TH-CLD-VM-2/4-WIN Managed TenHats Cloud, VM, Windows, 2/4 Managed TenHats Cloud, Virtual Machine, Windows Operating System, up to 2 vCPUs and 4 GiB of memory, per vm	\$180.00	2	\$360.00
TH-MGD-TH-CLD-STOR-SSD-1TB Managed TenHats Cloud, SSD Storage, 1 TB Managed TenHats Cloud, SSD Storage, 1TB	\$130.00	1	\$130.00
TH-MGD-TH-CLD-STOR-SSD-500GB Managed TenHats Cloud, SSD Storage, 500 GB Managed TenHats Cloud, SSD Storage, 500 GB	\$80.00	1	\$80.00
Monthly Subtotal:			\$570.00

Managed Backup, Replication, and Disaster Recovery

Description	Recurring	Qty	Ext. Recurring
TH-MGD-BKUP-ONSITE-PHYS-VM-MET Managed Onsite Backup, Physical/VM, Metallic, per node Managed Onsite Backup - Physical or VM Server, Metallic, per protected node	\$25.00	2	\$50.00

Managed Backup, Replication, and Disaster Recovery

Description	Recurring	Qty	Ext. Recurring
TH-MGD-BKUP-ONSITE-RETN-30 Managed Onsite Backup, Physical/VM, 30 day onsite retention Managed Onsite Backup - Physical or VM, 30 day onsite retention TenHats recommends a minimum of 90 day retention for backups.	\$0.00	1	\$0.00
TH-MGD-BKUP-TH-CLD-RETN-90 Managed TenHats Cloud Backup, 90 day retention 90 day retention for Managed TenHats Cloud Backup for virtual machines or containers in the TenHats Cloud, per VM or container	\$0.00	1	\$0.00
TH-MGD-BKUP-TH-CLD-PHYS-VM-KUB Mgd TenHats Cloud Backup, per VM or Container Managed TenHats Cloud Backup for virtual machines or containers in the TenHats Cloud, per VM or container	\$25.00	3	\$75.00
TH-MGD-BKUP-ONSITE-OFFSITE-STOR-TH-1TB Mgd Onsite Backup, Offsite Object Storage, TenHats, per TB Managed Onsite Backup, Offsite Object Storage, TenHats, per TB	\$72.00	20	\$1,440.00

Monthly Subtotal: \$1,565.00

TOF 2024 Renewal

Quote Information:**Quote #: 002540**

Version: 1

Delivery Date: 12/05/2024

Expiration Date: 12/31/2024

Prepared for:**Town Of Farragut**

11408 Municipal Center Dr

Knoxville, TN 37934-2830

David Smoak

(423) 351-4761

dsmoak@townoffarragut.org

Prepared by:**TenHats**

Jay Norris

865-770-5920

jay.norris@tenhats.com

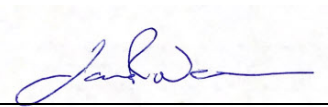
Monthly Expenses Summary

Description	Amount
Managed Firewall	\$640.00
Infrastructure Support	\$240.00
Managed Private Cloud	\$865.00
Managed TenHats Cloud	\$570.00
Managed Backup, Replication, and Disaster Recovery	\$1,565.00

Monthly Total: \$3,880.00

Setup fee due upon signature. Service term will start upon activation of the service. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

TenHats

Signature: 

Name: Jay Norris

Title: Strategic Technology Advisor

Date: 12/05/2024

Town Of Farragut

Signature: _____

Name: David Smoak

Title: Town Administrator

Date: _____

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of contract with Henricksen for Farragut Town Hall furniture & fixtures through Omnia Contract #R221002 and Sourcewell Contract #091423-OFS

INTRODUCTION: The purpose of this agenda item is to approve the contract with Henricksen for new furniture and fixtures for the Farragut Town Hall.

BACKGROUND: The Farragut Town Hall building was originally opened and furnished in 1991. Most of the existing furniture has not been replaced since that time.

DISCUSSION: Henricksen was chosen through Sourcewell Contract #091423-OFS. The quote includes new desks, rotunda and reception seating, conference room furniture, and various other fixtures throughout the building. The furniture purchase is budgeted in the FY2025 ARPA Fund, Town Hall Building Improvements line item.

FINANCIAL SECTION: ARPA Fund-Town Hall Building Improvements

Account Number: 316-41830-9210			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures & Contracts to Date</u>	<u>Remaining Amount</u>
\$4,000,000	\$268,154.33	\$3,294,926	\$436,919.67
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval.

PROPOSED MOTION: Approval of Contract with Henricksen for Farragut Town Hall furniture & fixtures through Omnia Contract #R221002 and Sourcewell Contract #091423-OFS in the amount of \$268,154.33.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

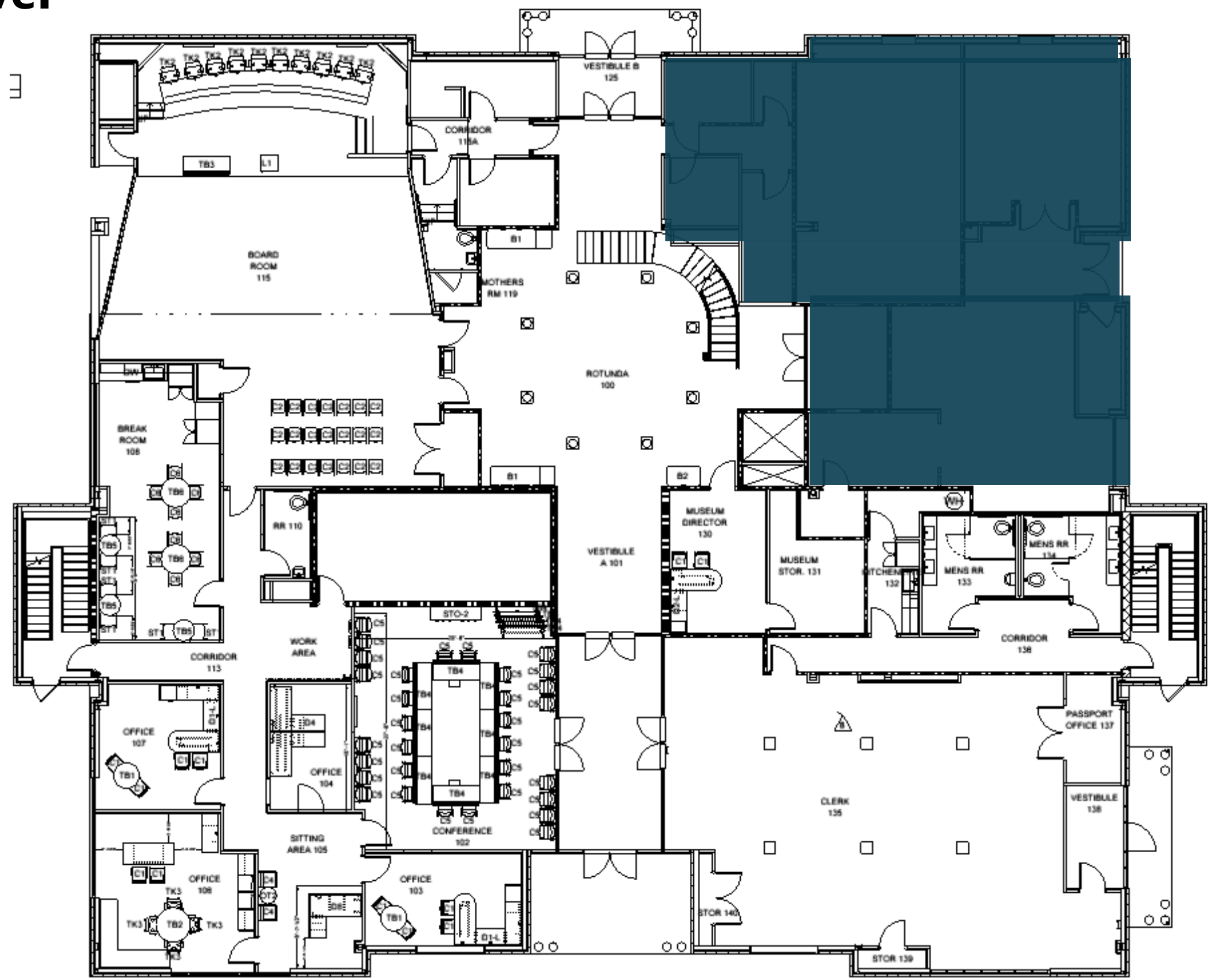


FARRAGUT TOWN HALL

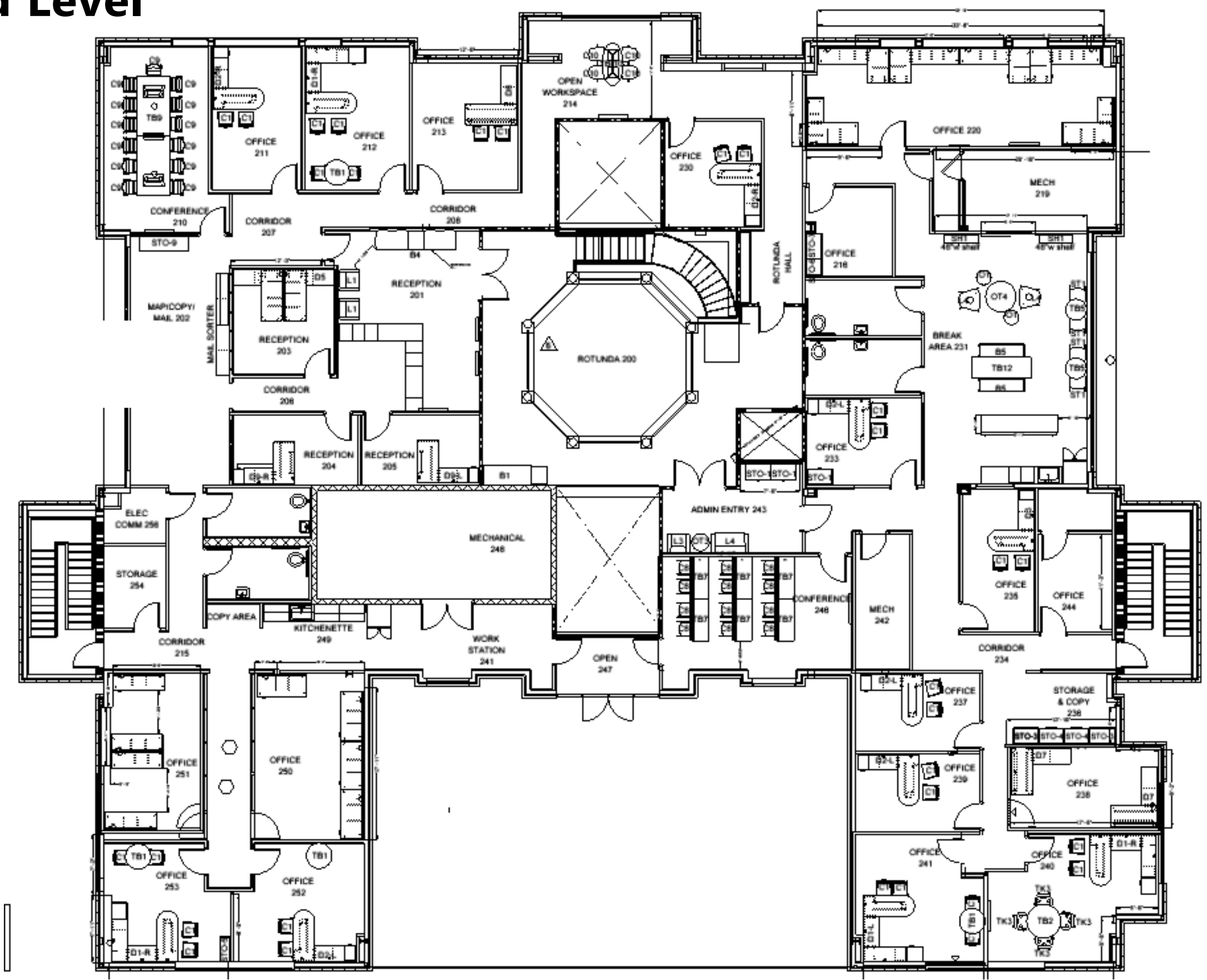
LOOKBOOK

October 2024

First Level

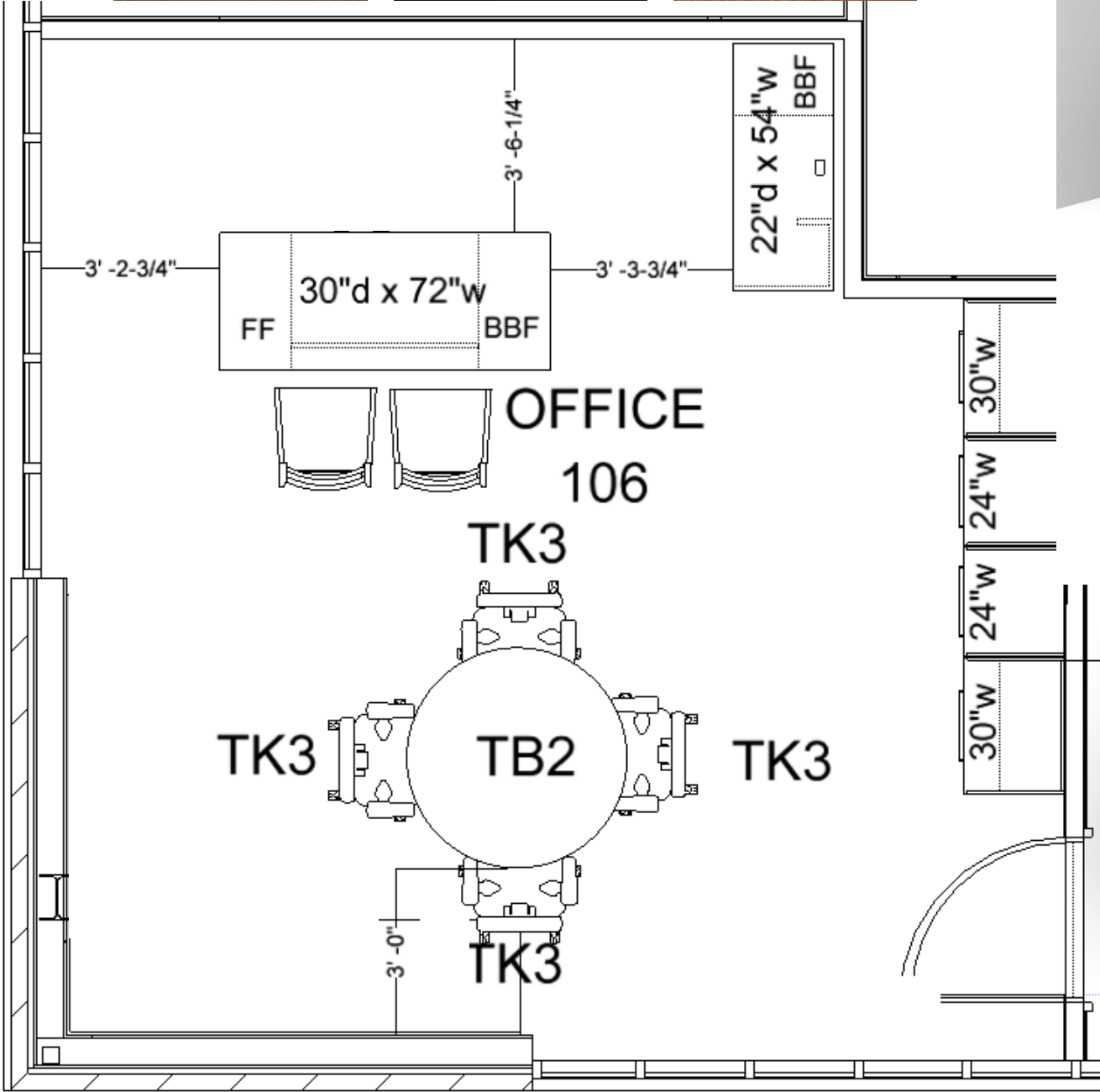


Second Level



Executive Private Office 106

OFS STAKS

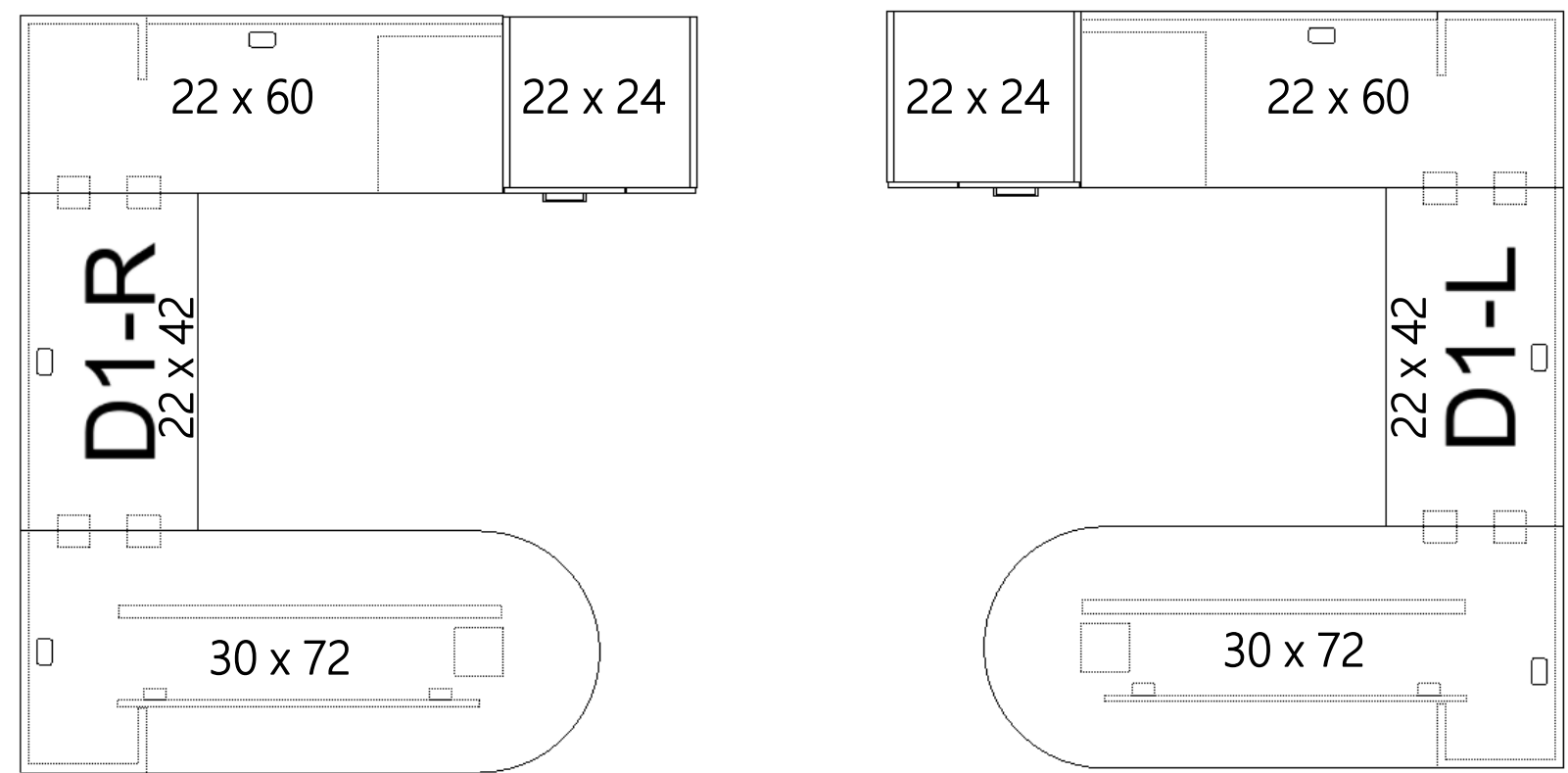


TAG	D1-R, D1-L
MFR	OFS
LINE	STAKS
DESCRIPTION	Main Desk: 30"d x 72"w with Box/Box/File and File/File Pedestals , Side Desk: 22"d x 54"w with Center Grommet and Box/Box/File Pedestal. Storage Wall: (2) 30"w Lateral File units, (2) 24"w Lateral File Units, (2) 30"w Bookshelf Toppers. Laminate: Pecan; Hardware and Base: Onyx. *Wire Management to be mounted under 22"d surface
LOCATION	106
PRICE	\$6,442.80 –Pecan Laminate (*Not Including Chairs and Meeting Table)

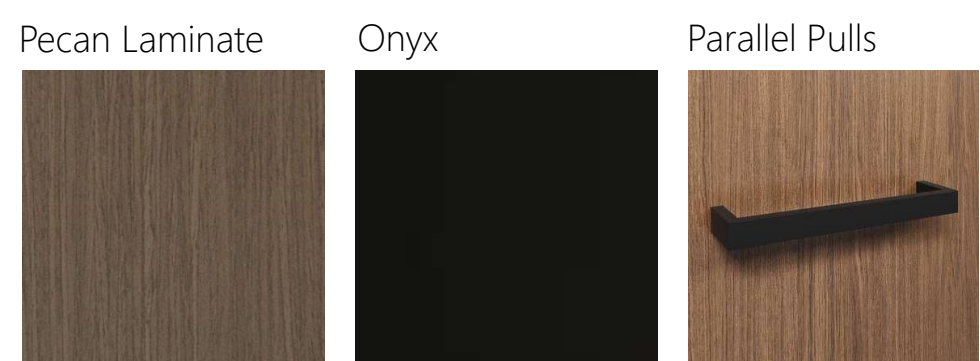
*Details for all chairs and meeting table are listed on another page

Executive Private Office

OFS STAKS – U Shape



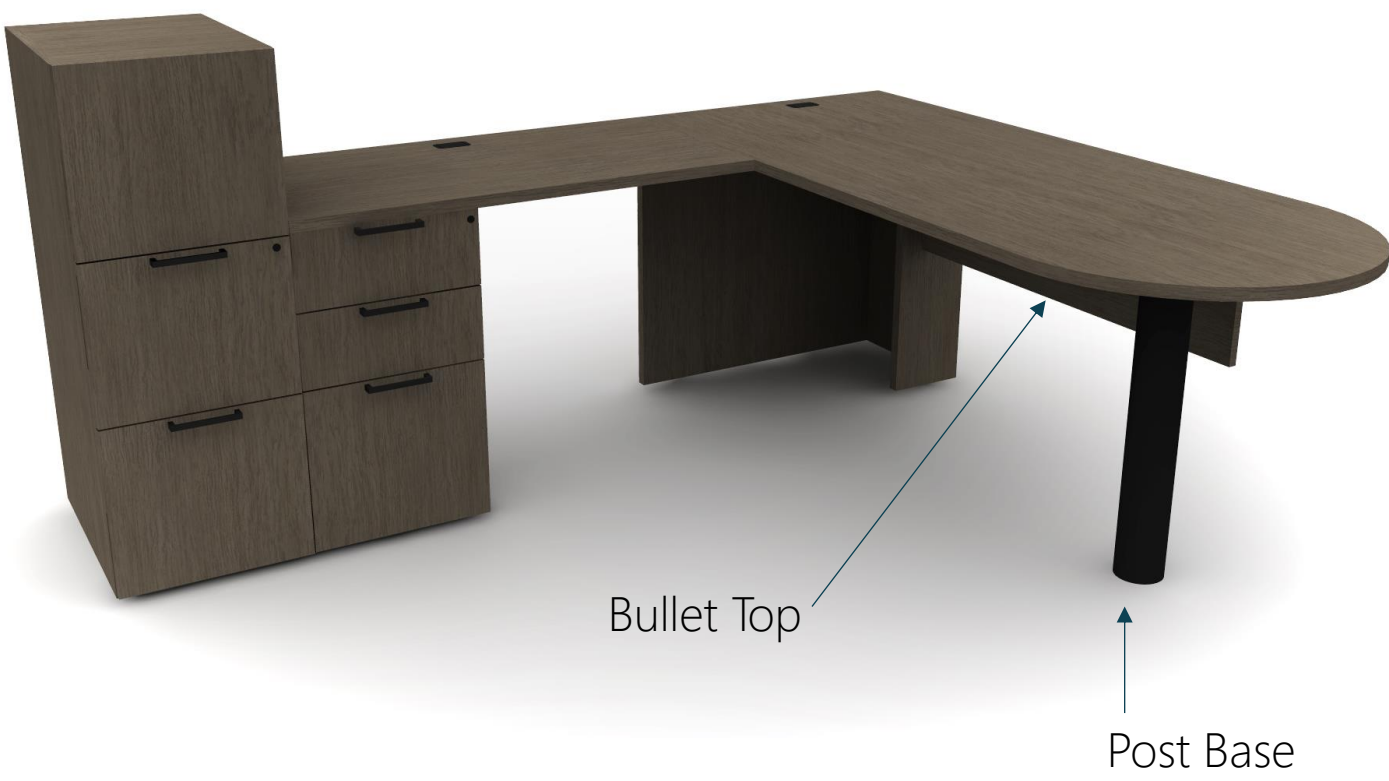
TAG	D1-R, D1-L
MFR	OFS
LINE	STAKS
DESCRIPTION	Bullet Top: 30 x 72 w/ 45" w Modesty Panel, Bridge 24 x 42, Credenza: 24 x 60, 22 x 24 x 54" Wardrobe Storage, Box Box File Pedestal with Unfinished Back; Post Support Base, Laminate: Pecan; Hardware and Base: Onyx
LOCATION	Right Handed: 212, 240, 253 Left Handed: 103, 107, 241
PRICE	\$3,804.06 (Pecan Laminate)



Private Office



OFS STAKS – L Shape



TAG	D2-L / D2-R
MFR	OFS
LINE	STAKS
DESCRIPTION	Bullet Top 30 x 72 with 45" w Modesty panel, Return 24 x 42, Post Leg Base, Box/Box/File Pedestal with Unfinished Back, File/File/Shelf Storage Tower 15.5" w x 22" d x 42" h, Laminate: Pecan, Hardware and Base: Onyx
LOCATION	Right Handed: 211, 230 Left Handed: 130, 233, 237, 239, 252
PRICE	\$2,575.17 (Pecan Laminate)

Side Shelf in Storage Cabinet



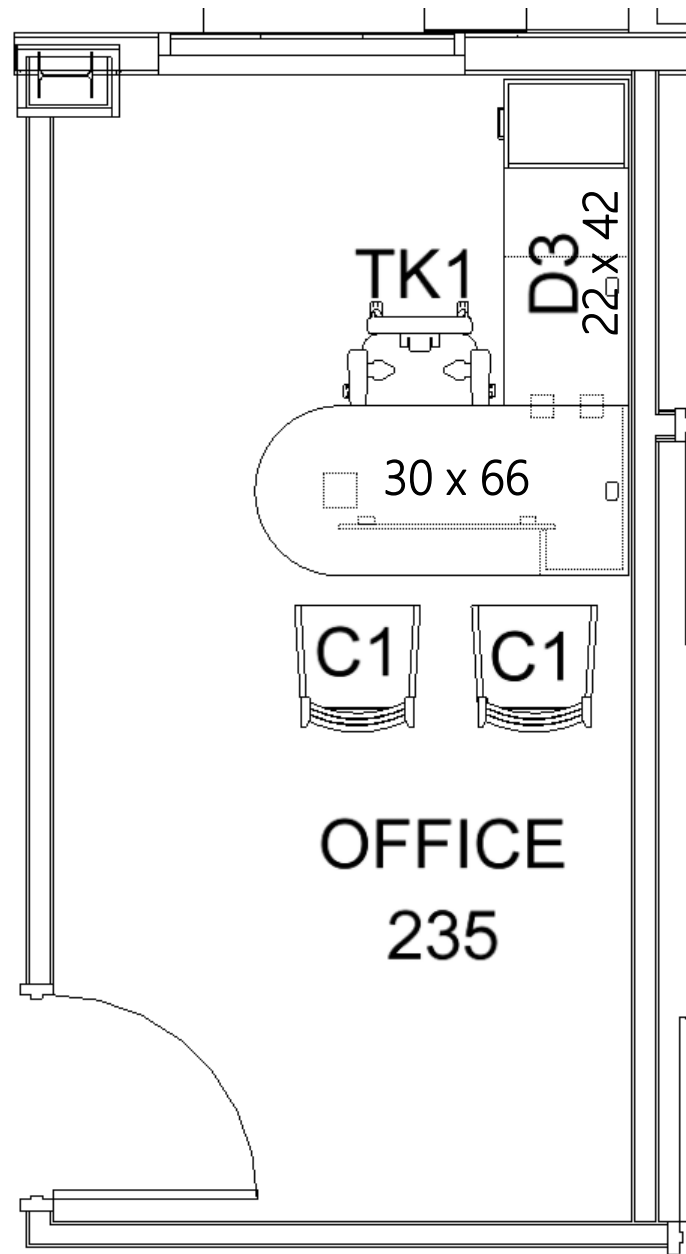
Pecan Laminate

Parallel Pulls

Onyx

Private Office 235

OFS STAKS – L Shape



Side Shelf in Storage Cabinet

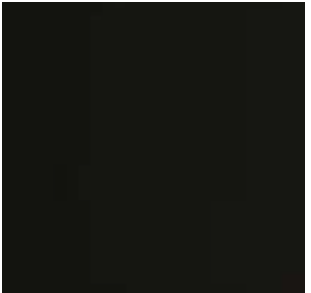


Bullet Top
Post Base

Pecan Laminate



Onyx



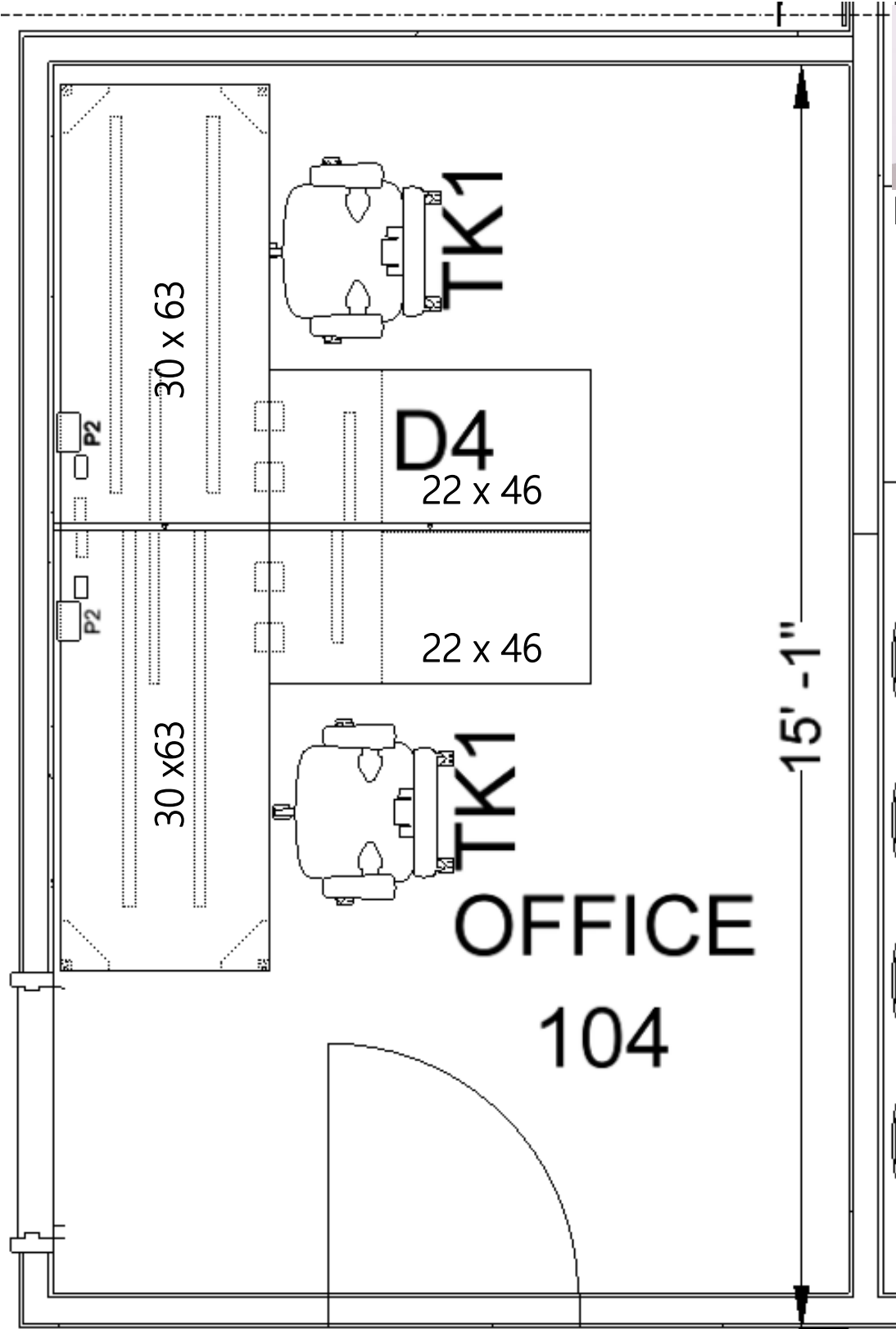
Parallel Pulls



TAG	D3-L
MFR	OFS
LINE	STAKS
DESCRIPTION	Bullet Top 30 x 66 with 38" w Modesty Panel , Return 24 x 42, Post Leg Base, Box/Box/File Pedestal with Unfinished Back, File/File/Shelf Storage Tower 15.5" w x 22" d x 42" h, Laminate: Pecan, Hardware and Base: Onyx
LOCATION	235
PRICE	\$2,549.43

2- Person Private Office - 104

OFS STAKS – Dual Setup



72" w Tackboard

Power Module

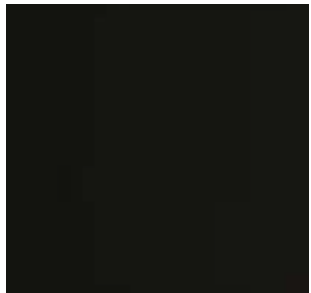
Open Metal Legs

Multi File Storage

Pecan Laminate



Parallel Pulls



Metal: Onyx

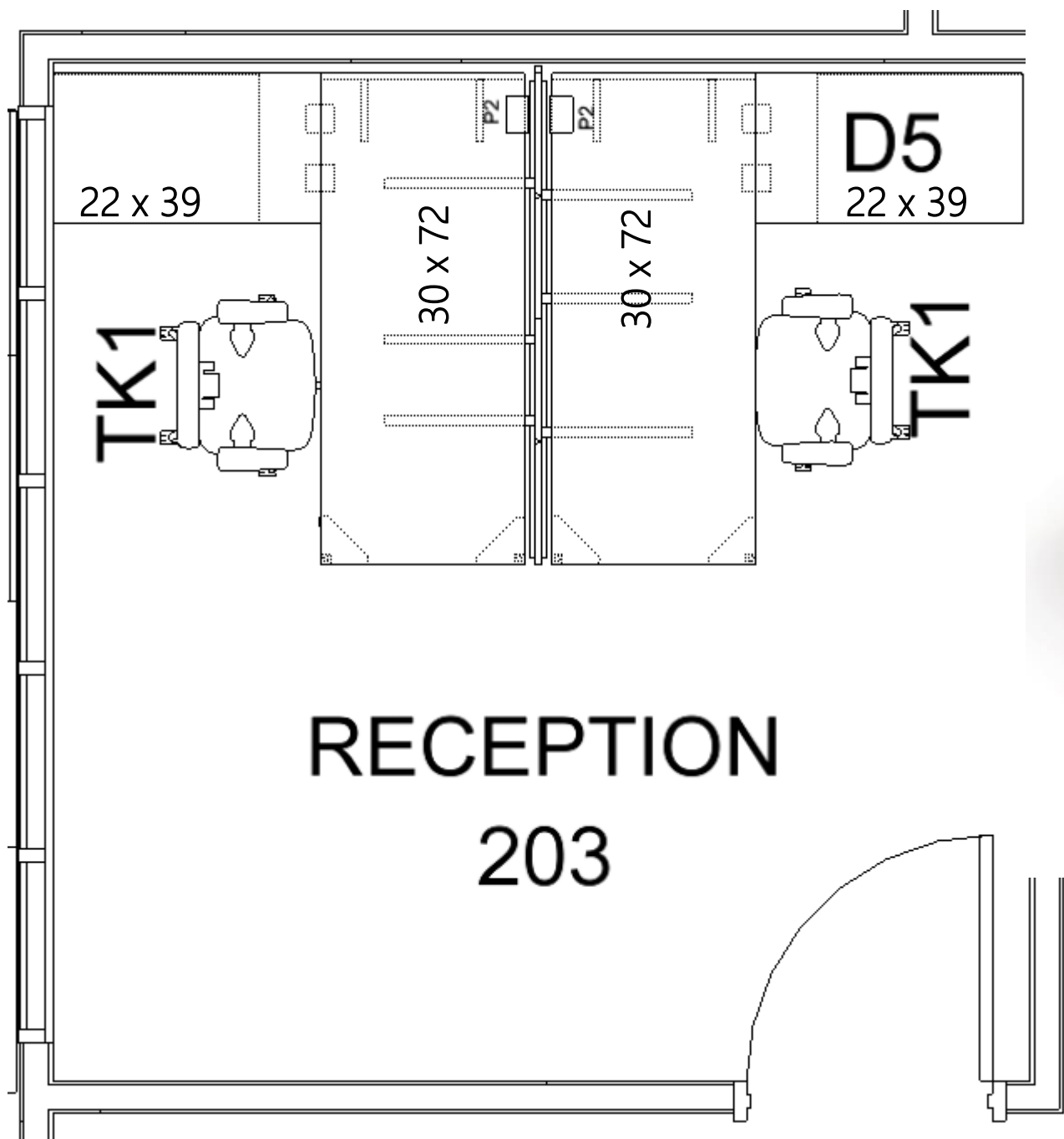


Tack: Arbor-Gravel

TAG	D4
MFR	OFS
LINE	STAKS
DESCRIPTION	30 x 63 Surface with (1) corner grommet, 22 x 46 Return, 42" h Divider Panel, Multi File Storage with Unfinished Back, Metal Leg Support, Laminate: Pecan; Metal Legs and Pulls: Onyx ; Tackboard: Arbor, Gravel (g1)
LOCATION	104
PRICE	Pecan Laminate: \$3,598.14 Power Module (P2): \$100

2- Person Private Office – 203

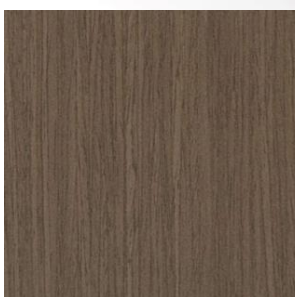
OFS STAKS – Dual Setup



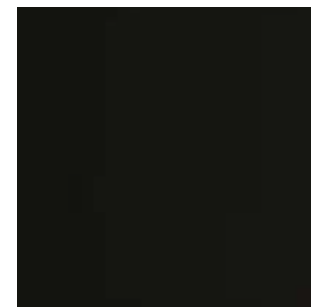
Power Module



Pecan Laminate



Parallel Pulls



Metal: Onyx

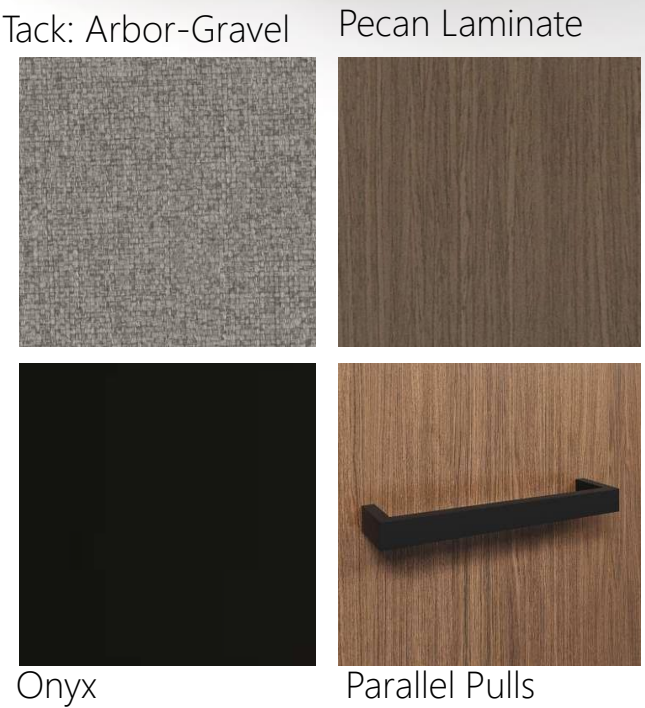
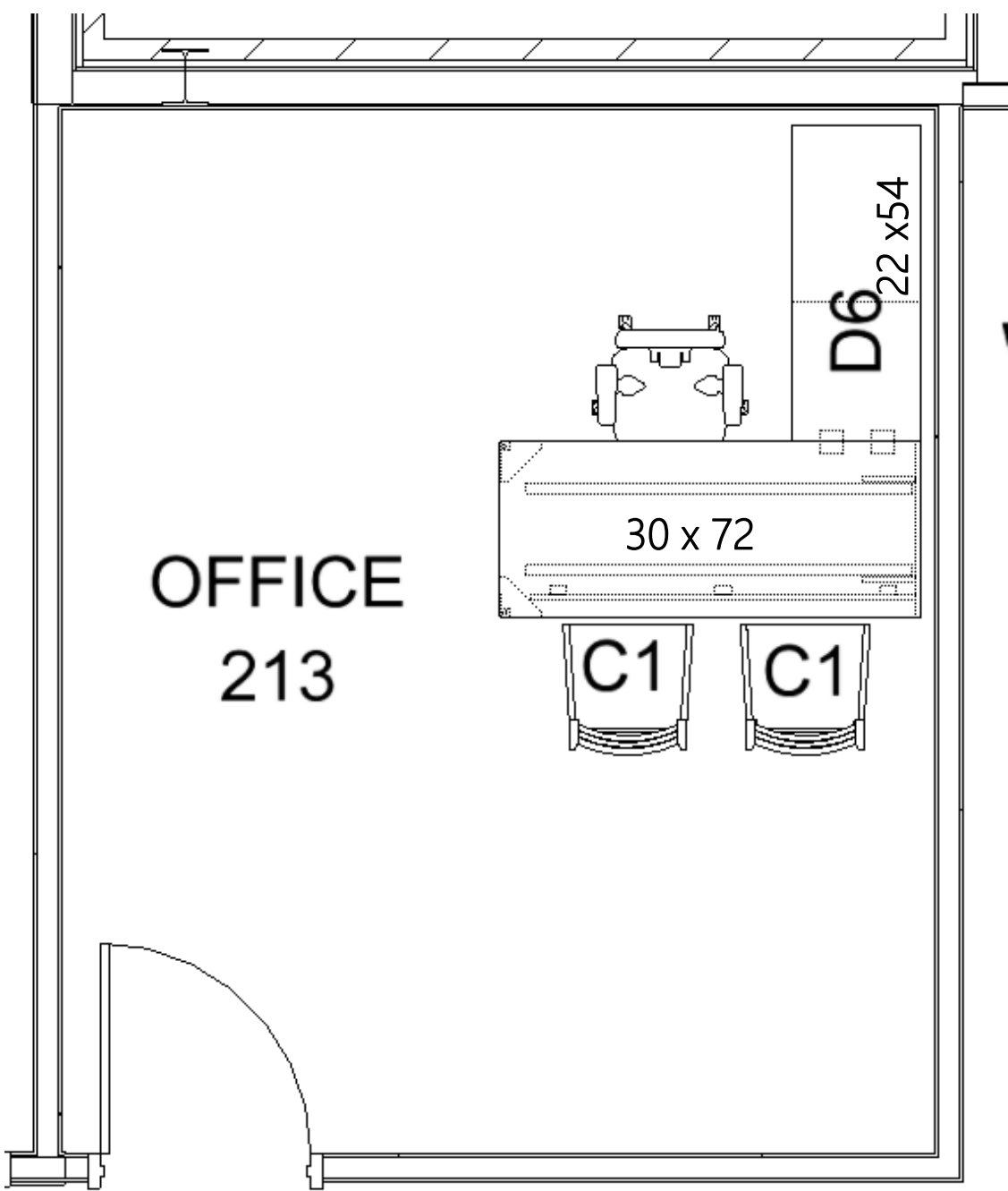


Tack: Arbor-Gravel

TAG	D5
MFR	OFS
LINE	STAKS
DESCRIPTION	30"d x 72"w Surface, 22 x 39 Return, 42"h Divider Panel, Multi File Storage Pedestal with Unfinished Back; Metal Legs and Pulls- Black, Laminate: Pecan
LOCATION	203
PRICE	\$3,775.98 Power Module (P2): \$100

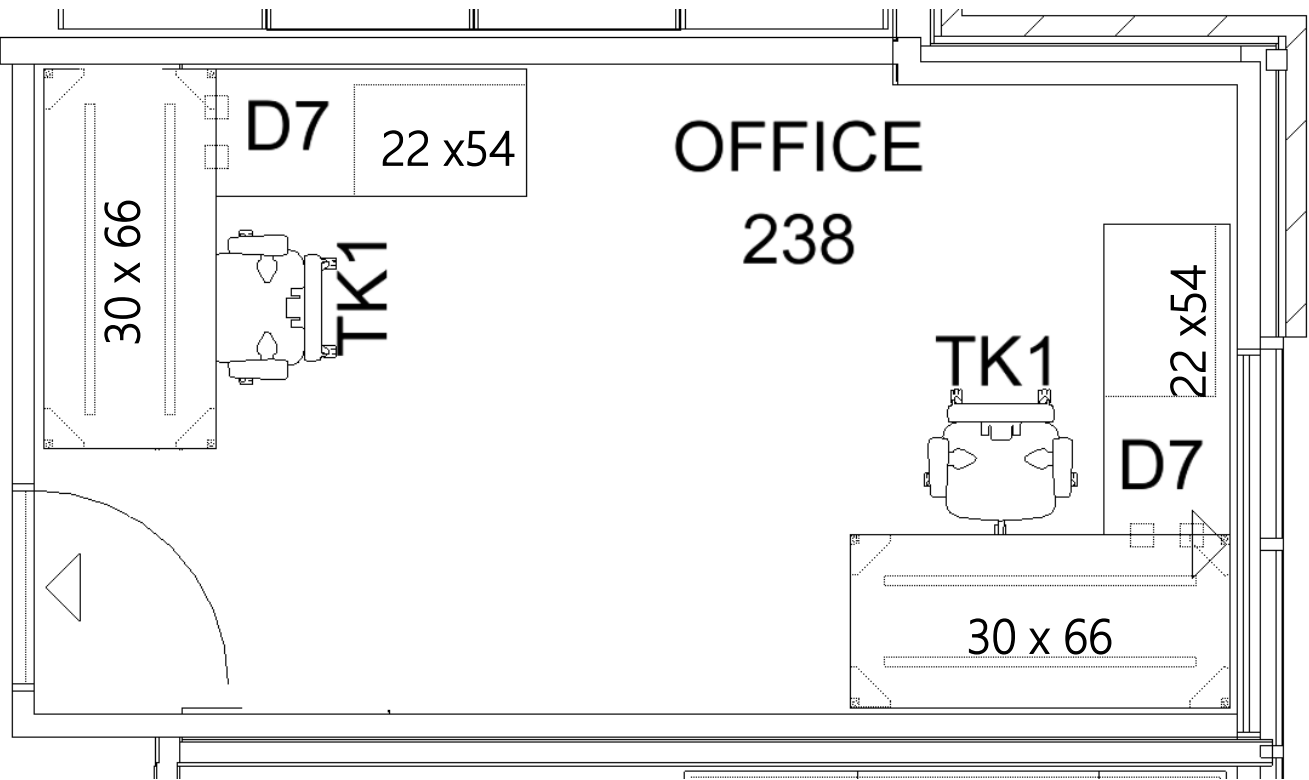
Private Office– 213

OFS STAKS



TAG	D6
MFR	OFS
LINE	STAKS
DESCRIPTION	30"d x 72"w Main Surface, 22"d x 54"w Return, 42"h, Multi File Storage Pedestal with Unfinished Back **This office is able to receive additional desk components to reconfigure into 2-person desk.
LOCATION	213
PRICE	\$1,744.86

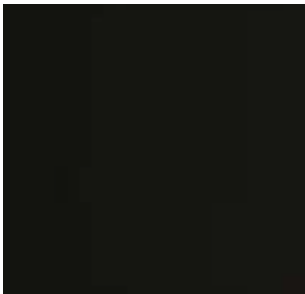
Private Office– 238



Pecan Laminate



Onyx



Parallel Pulls



TAG
MFR
LINE
DESCRIPTION
LOCATION
PRICE

D7
OFS
STAKS
30"d x 66"w Main Surface, 22"d x 54"w Return, Multi File Storage Pedestals with Unfinished Backs, Modesty Panels. Finish: Pecan with Onyx pulls and legs
238
\$1,670.37 per desk

OFS STAKS



Private Office Seating

Private Office Chairs



TAG	TASK CHAIR (TK1)
MFR	OFS
LINE	SLADR
DESCRIPTION	Carbon Frame, Mesh Back (Granite), 4D Pivoting Arms, Seat Slider, Lumbar Support, Carbon Base, Hard Casters, Vinyl Seat: Lyric, Amp
LOCATION	Private Offices, Reception – Qty 43
PRICE	\$379.28 (grade 2)



TAG	GUEST CHAIR (C1)
MFR	OFS
LINE	Brio
DESCRIPTION	Solid Hardwood Frame, Upholstered Seat and Back, Wood: Pecan Stain ; Fabric: Lyric, Amp
LOCATION	Private Offices – qty 42
PRICE	\$653.40 (grade 2)

Granite Mesh



Lyric, Amp

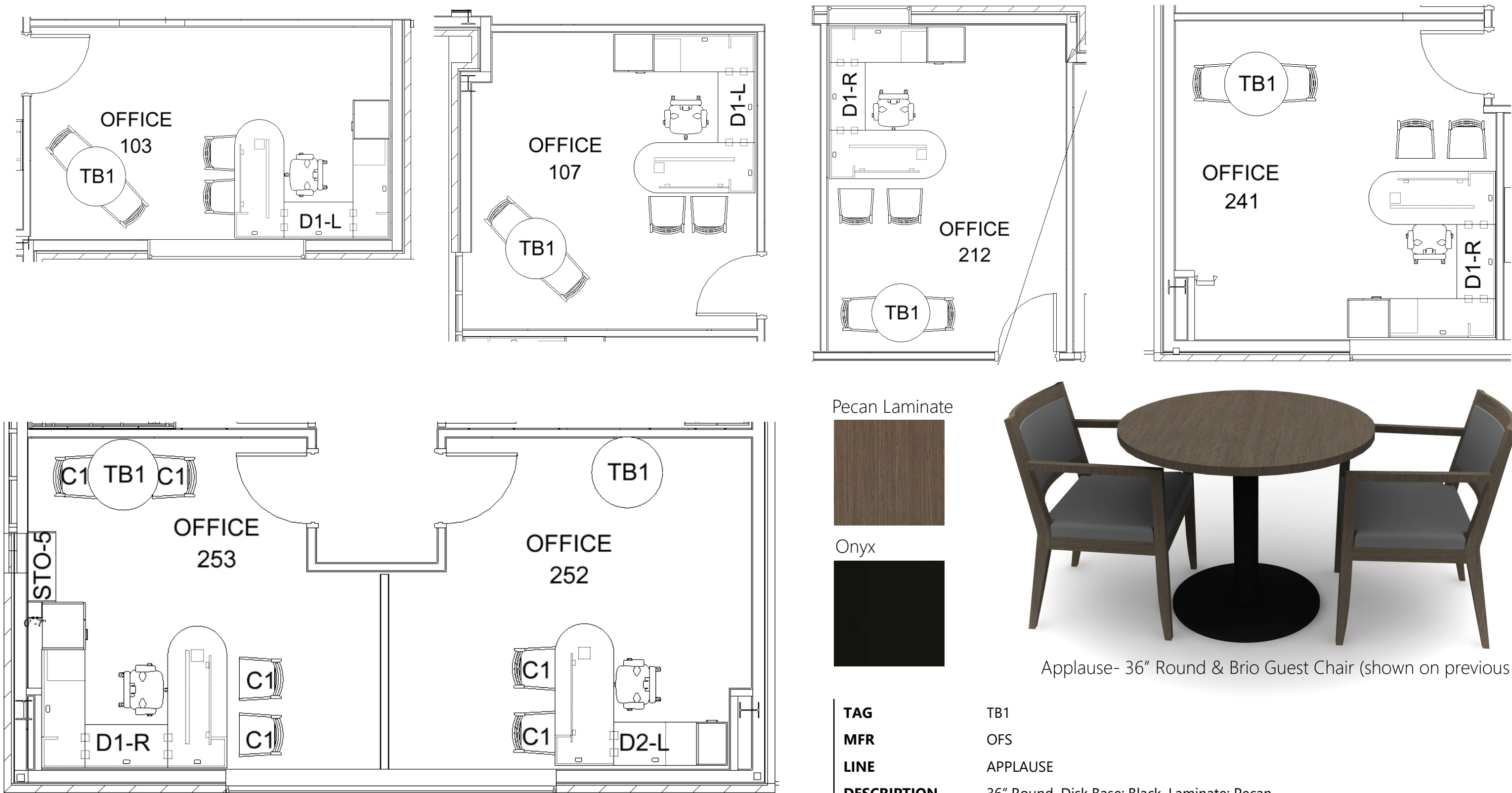




Pecan

Private Office Meeting Tables

OFS Applause | Brio

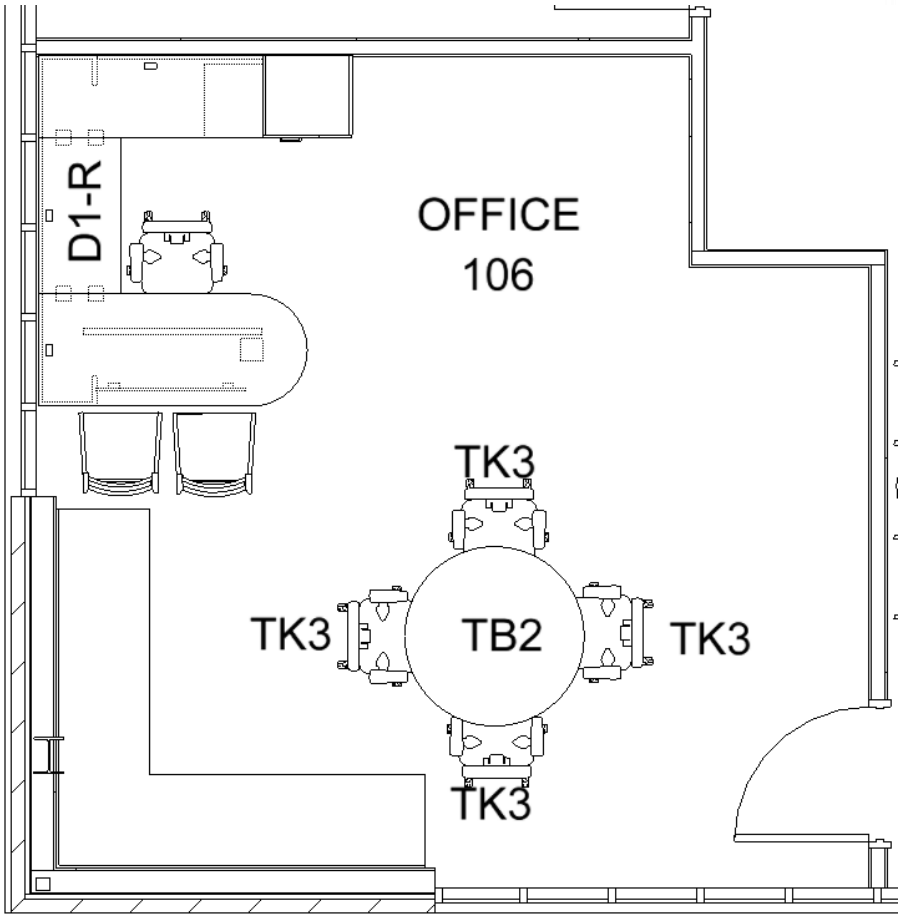


Applause- 36" Round & Brio Guest Chair (shown on previous page)

TAG	TB1
MFR	OFS
LINE	APPLAUSE
DESCRIPTION	36" Round, Disk Base: Black, Laminate: Pecan
LOCATION	103, 107, 212, 241, 252, 253
PRICE	\$628.32

Private Office Meeting Tables – 106,240

OFS Applause | Harpin



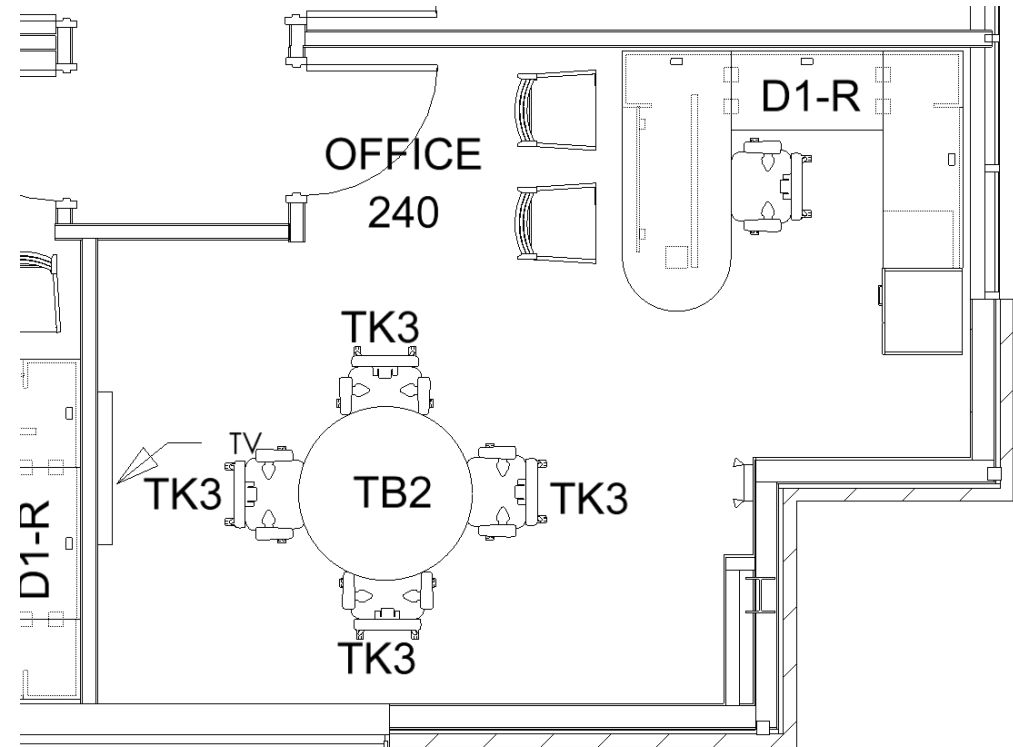
Saddle Laminate



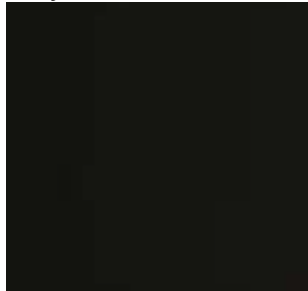
Pecan Laminate



TAG	TB2
MFR	OFS
LINE	APPLAUSE
DESCRIPTION	48" Round, Disk Static Base: Black, Laminate: Pecan
LOCATION	106, 240
PRICE	Pecan Laminate: \$785.40 Saddle Laminate: \$811.36



Onyx



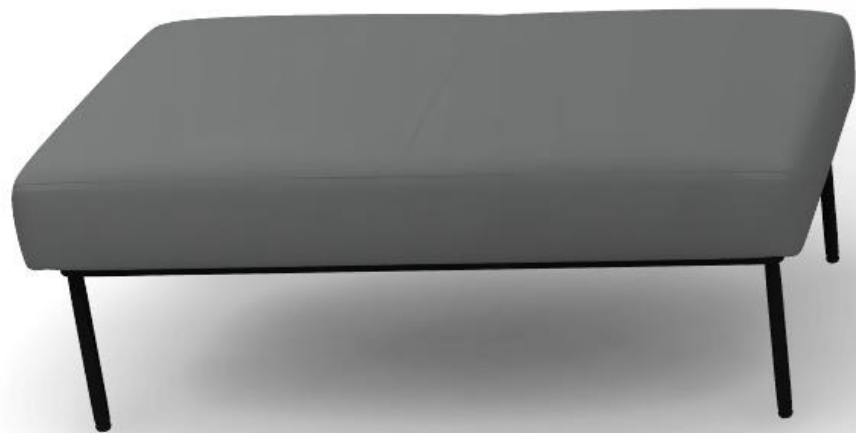
Cover Cloth, Platinum



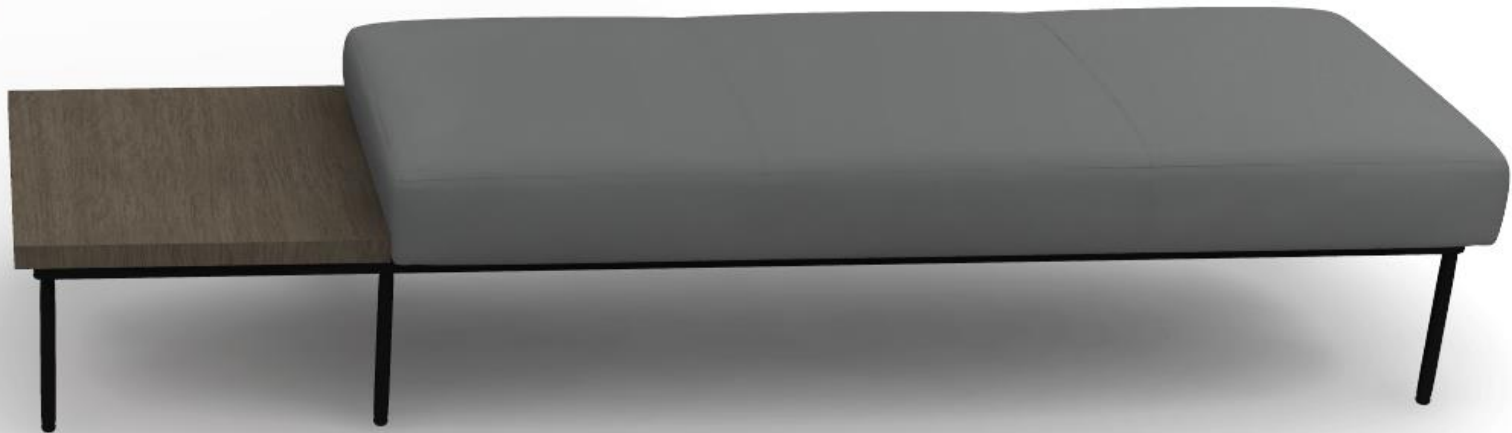
TAG	TK2
MFR	OFS
LINE	Sladr
DESCRIPTION	Mesh Back (Granite), Carbon Frame, 4D Pivoting Arms, Seat Slider, Lumbar Support, Black Base, Hard Casters, Vinyl Seat: Momentum, Cover Cloth, Platinum
LOCATION	106, 240
PRICE	\$402.60 (grade 2)

Rotunda 100

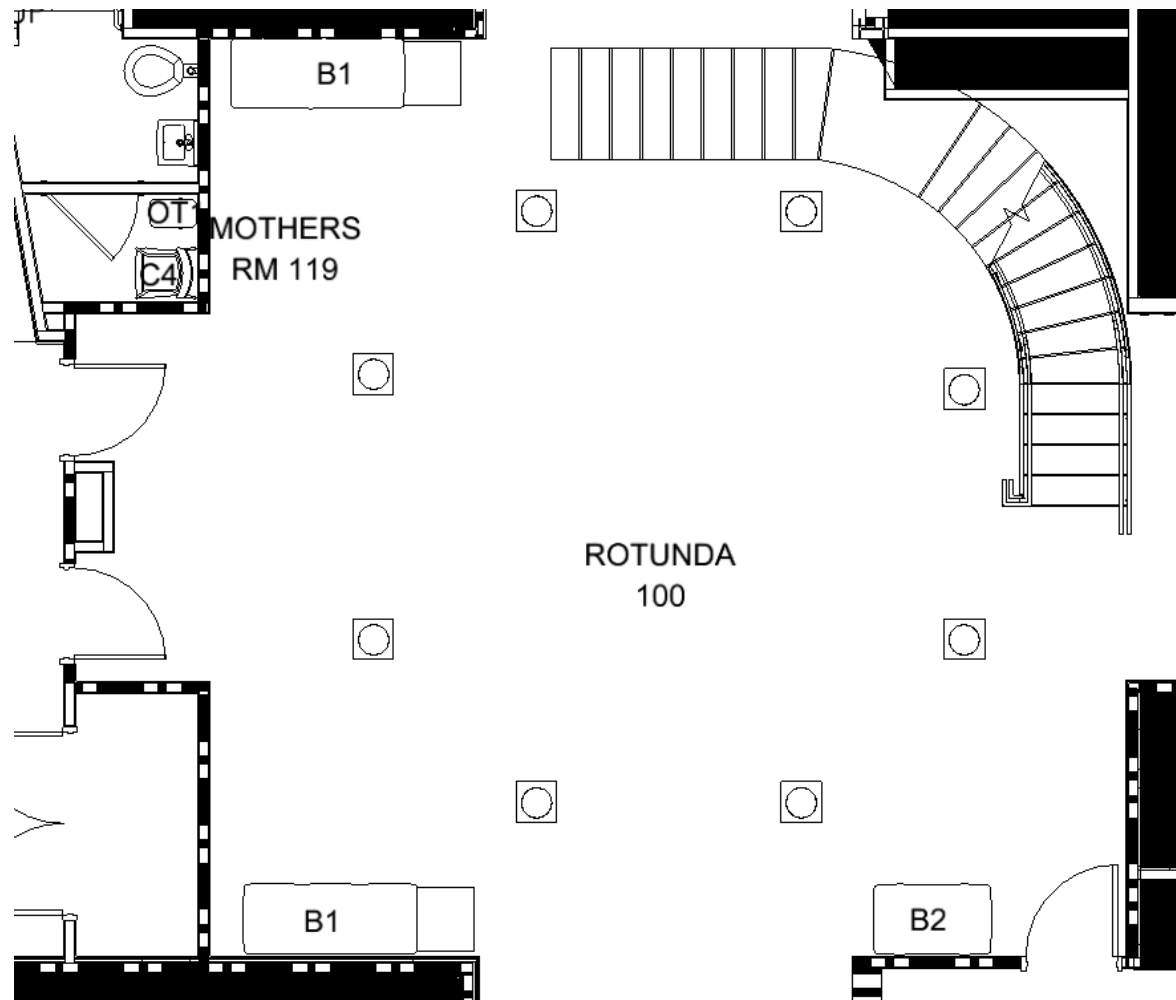
OFS Coact Lite



B2: 26"d x 45"w x 18"h (Qty: 1)



B1: 26"d x 67.5"w x 18"h (bench) ; 22.25"d x 22.5"w x 13.25"h (table) (QTY:2)



TAG	B1 / B2
MFR	OFS
LINE	COACT LITE
DESCRIPTION	Black Metal Base, Vinyl Seat: Lyric, Amp (g2); Connected Side Table on B1, Laminate: Pecan
LOCATION	100
PRICE	B1: \$1,827.76 B2: \$981.64

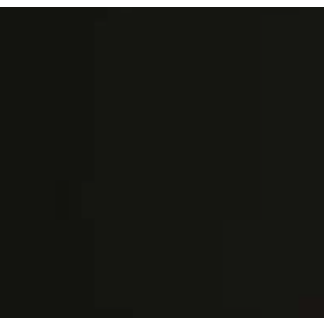
Pecan Laminate



Lyric, Amp

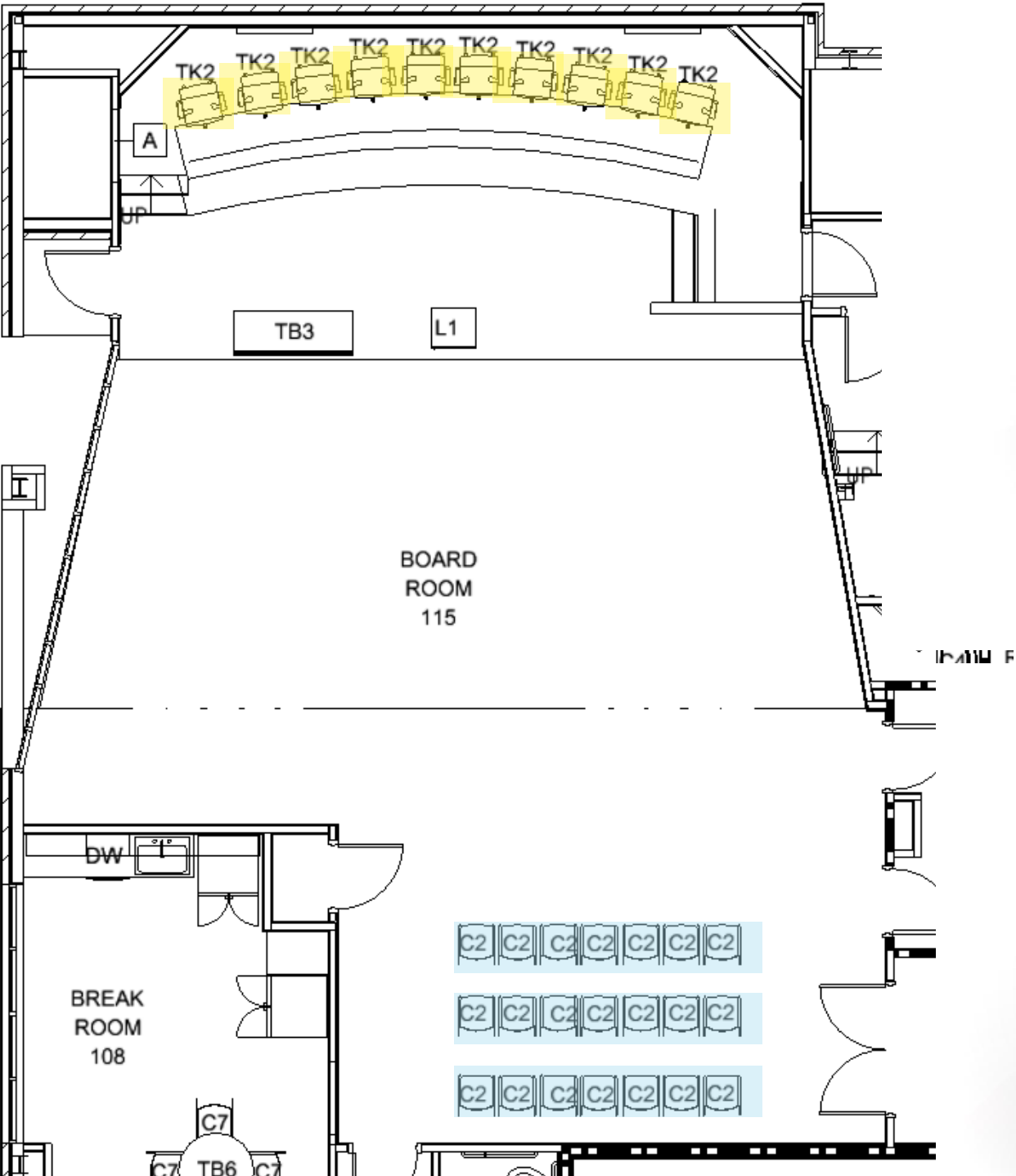


Onyx



Board Room Seating

OFS Revel | Genus | Airus



Revel

Brisa Distressed, Railroad

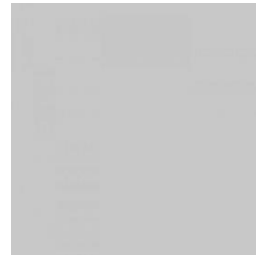


Genus Stacking Chairs

Lyric, Amp



Platinum

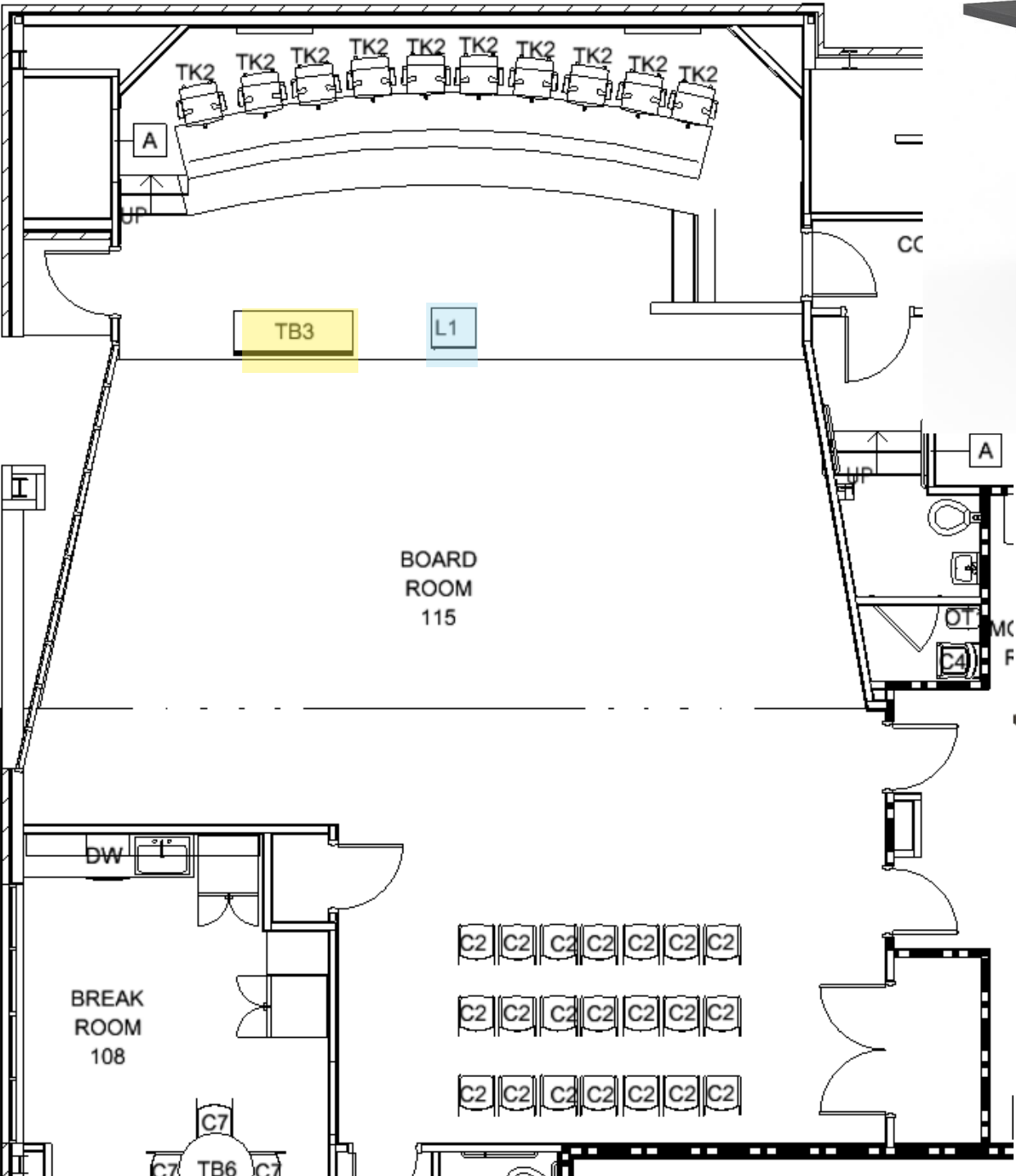


TAG	EXECUTIVE CHAIR – TK2
MFR	OFS
LINE	Revel
DESCRIPTION	Fully Upholstered High Back Executive Chair, Polished Aluminum Cantilever Arms, Black Nylon Base, Fabric: Brisa Ash
LOCATION	Board Room 115
PRICE	\$713.68 (grade 7)

TAG	STACKING CHAIR – C2
MFR	OFS
LINE	Genus
DESCRIPTION	Poly Back (Platinum), Graphite Frame, Upholstered Seat (Lyric, Amp), Armless, Ganging
LOCATION	Board Room 115
PRICE	Carton of 1: \$161.48 Carton of 4: \$553.52 Ganging Brackets: \$10.56 (need 18) Dolly: \$222.20 (stacks 10 high)

Board Room Tables

OFS Applause | Layer



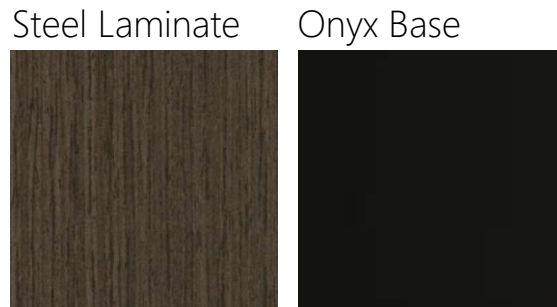
Applause Table



Layer Lectern



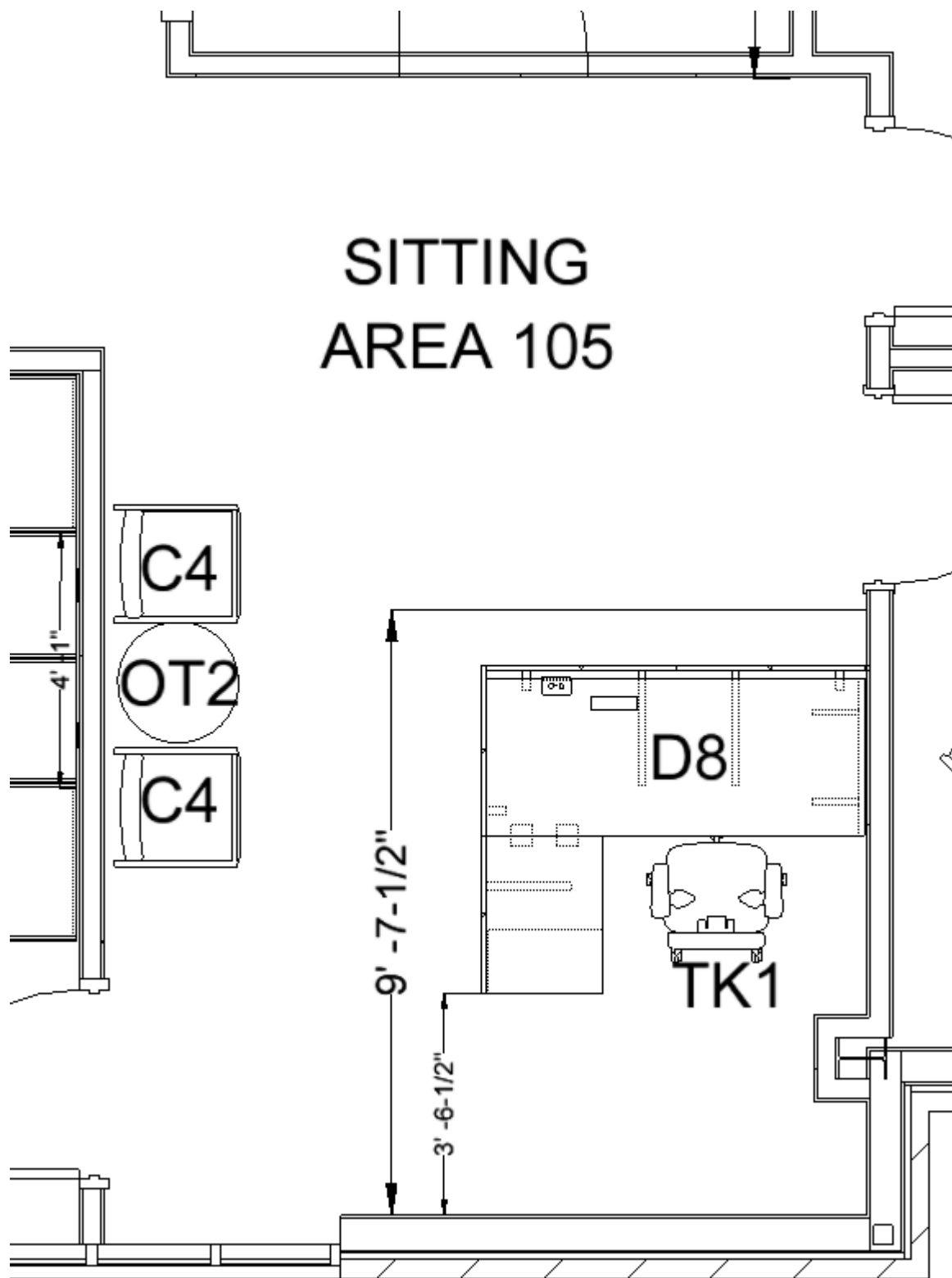
TAG	FLIP/NEST TABLE- TB3
MFR	OFS
LINE	APPLAUSE
DESCRIPTION	24"D X 66"W Flip/Nest, Steel Laminate Top, Onyx Black Base
LOCATION	Board Room 115
PRICE	\$750.64



TAG	AV LECTERN- L1
MFR	OFS
LINE	Layer
DESCRIPTION	22"d x 24"w x 43.75"h, Locking Casters, One Adjustable Shelf, Two Stationary Shelves, Paper Stop on Lectern Top, Approach Side Wire Access Door, Vented Side, Steel Laminate, Non locking door, *Does not come with power module
LOCATION	Board Room 115
PRICE	\$1,111.88

Sitting Area 105

OFS Rein | Basket | STAKS



TAG	CHAIR-C4
MFR	OFS
LINE	Rein
DESCRIPTION	Wood Frame- Pecan, Vinyl Seat and Back- Lyric, Amp
LOCATION	105
PRICE	\$489.28 (grade 2)



TAG	TABLE – OT2
MFR	OFS
LINE	Basket
DESCRIPTION	23"d x 21.5"h Wood Top- Pecan. Onyx Base
LOCATION	105
PRICE	\$915.64

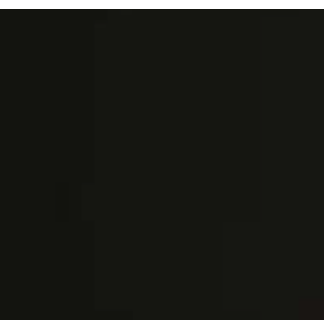
Pecan Laminate



Lyric, Amp



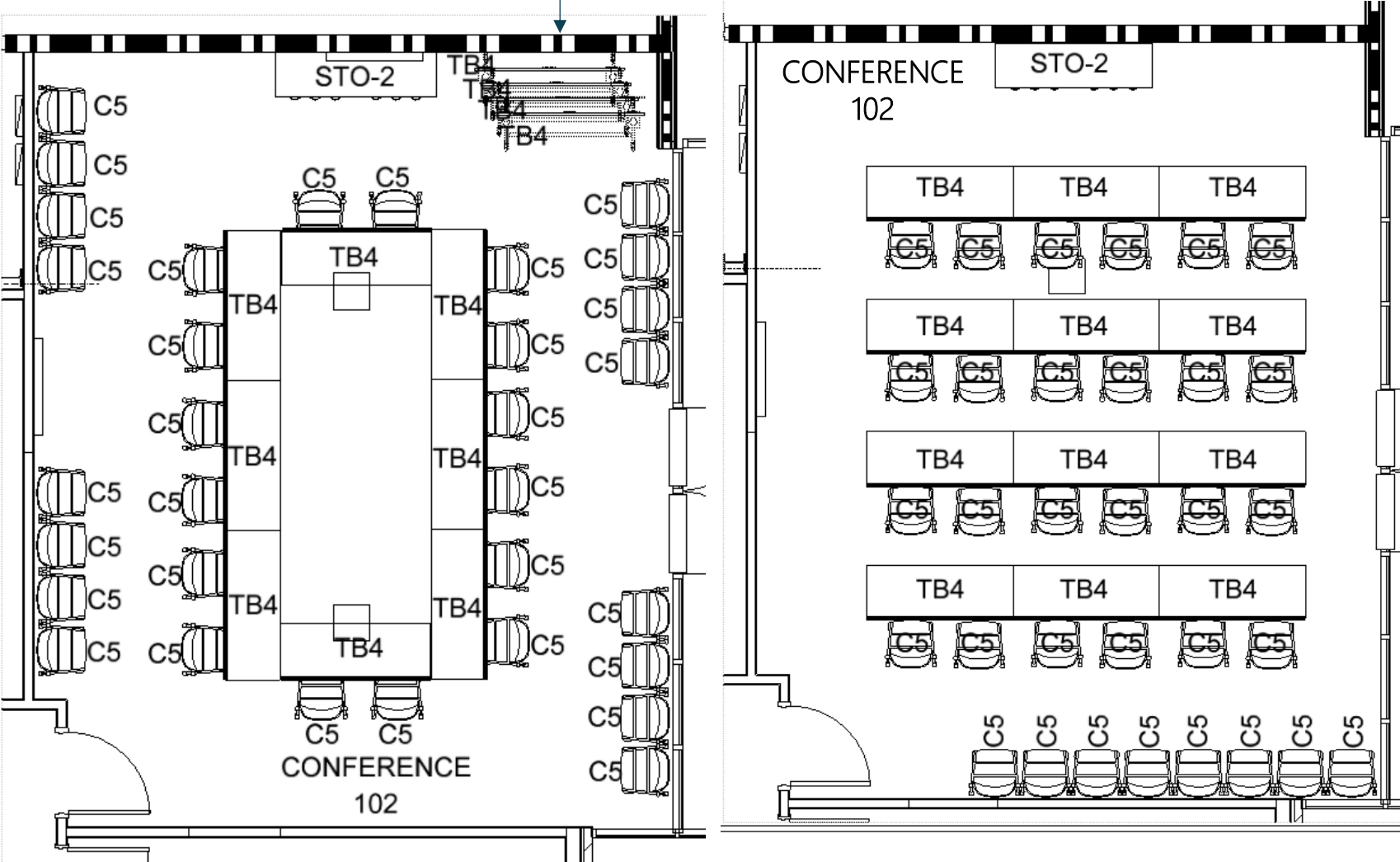
Onyx



TAG	Desk-D8
MFR	OFS
LINE	STAKS
DESCRIPTION	33"h Panels. 30 x 72 Main Surface, 22"d x 30"w Return Surface, Slim Box/Box/File Locking Pedestal, Mobile Desktop Power Unit, Pecan Laminate, Onyx Pulls.
LOCATION	105
PRICE	\$1,593.93 (desk) \$100 (mobile desktop power unit)

Conference 102 – Page 1

(4) Tables Nested



Seating Capacity for Both Configurations: 32



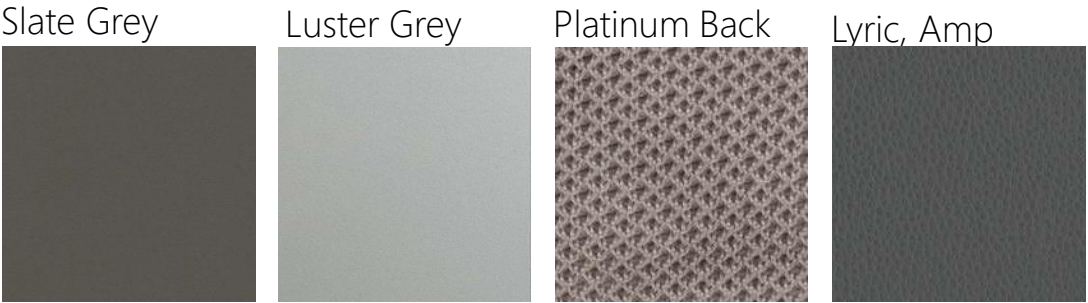
OFS Applause | Acen



TAG	Chairs – C5
MFR	OFS
LINE	ACEN
DESCRIPTION	Mesh Back, Flip and Nest, Armless, Soft Wheel Casters, Platinum Mesh, Vinyl Seat- Lyric, Amp
LOCATION	102
PRICE	Carton of 1: \$268.40 grade 2) Carton of 3: \$744.92 (grade 2)

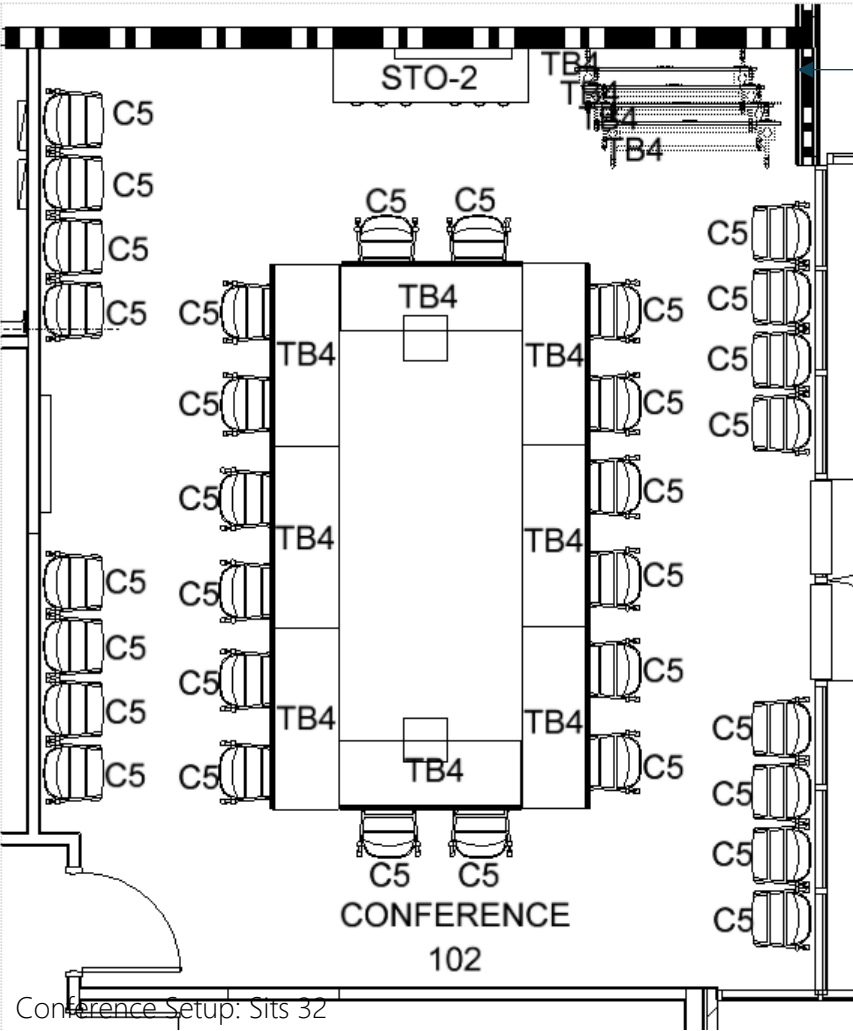


TAG	Tables – TB4
MFR	OFS
LINE	APPLAUSE
DESCRIPTION	24"D X 66"W Flip/Nest, Modesty, Gang Together, Slate Grey Laminate, Luster Grey Base
LOCATION	102
PRICE	\$942.04



Conference 102 – Page 2

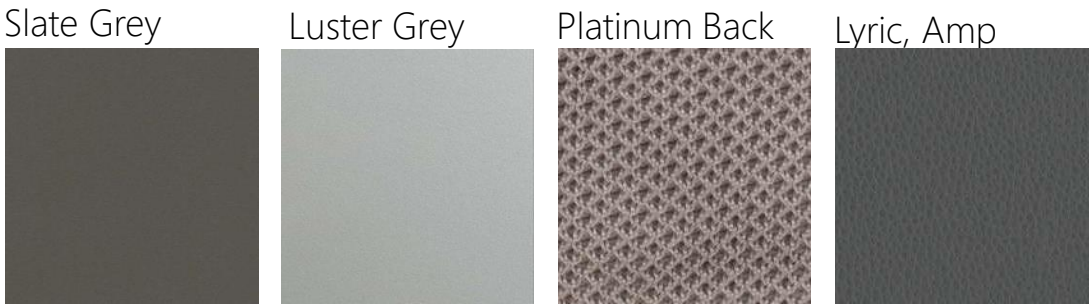
OFS Intermix | Power Module



(4) Tables Nested



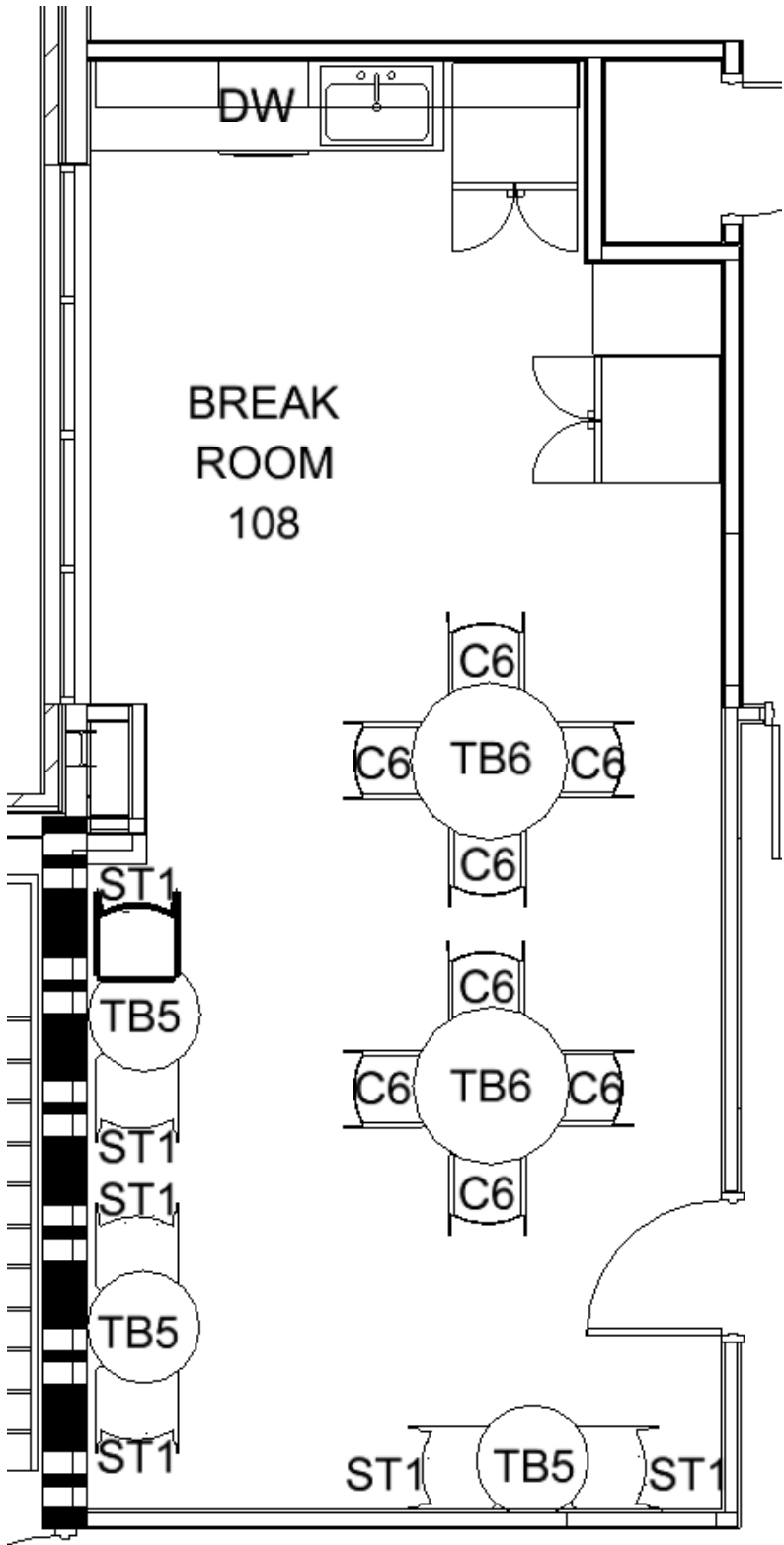
TAG	Storage Credenza – STO-2
MFR	OFS
LINE	Intermix
DESCRIPTION	20"d X 71"w x 36"h Buffet Door/Drawer Credenza. Slate Grey Laminate, Crest Onyx Pulls
LOCATION	102
PRICE	\$1,581.36



TAG	Power Module– P1
MFR	OFS
LINE	Accessories
DESCRIPTION	White Power Supply with (2) 12 amp outlets, (1) USB-A, and (1) USB-C Charging Ports
LOCATION	102
PRICE	\$173.80 (qty 3)

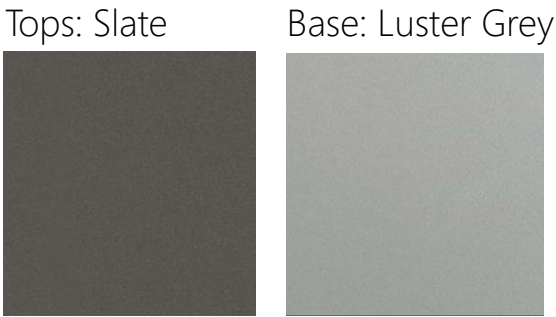
Break Room – Level 1

OFS Nineteen20 | Genus



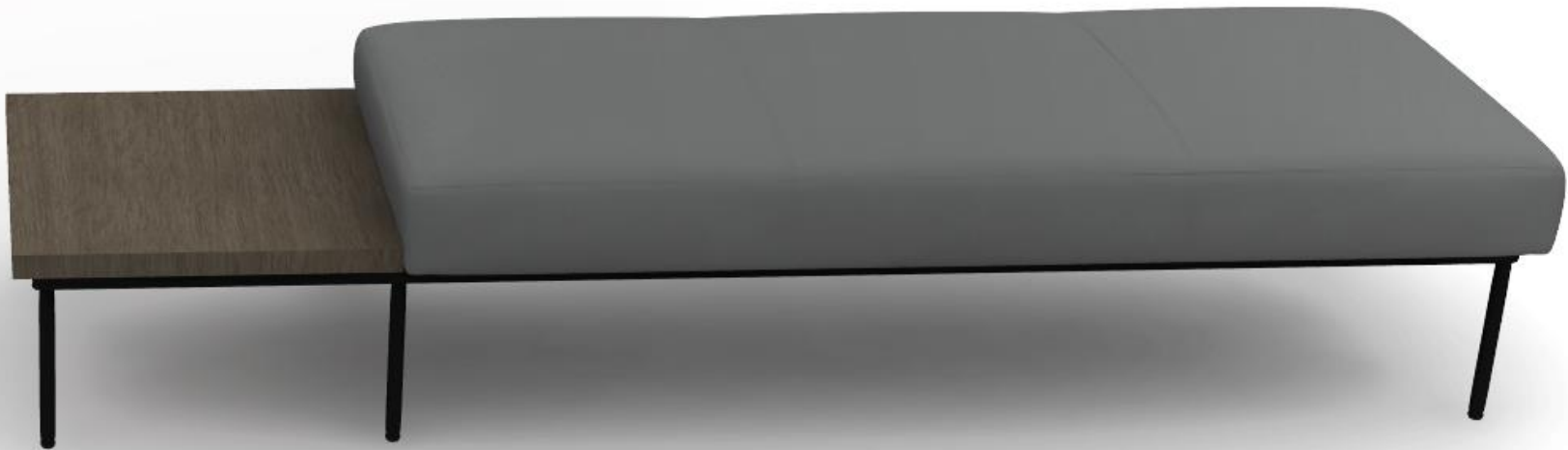
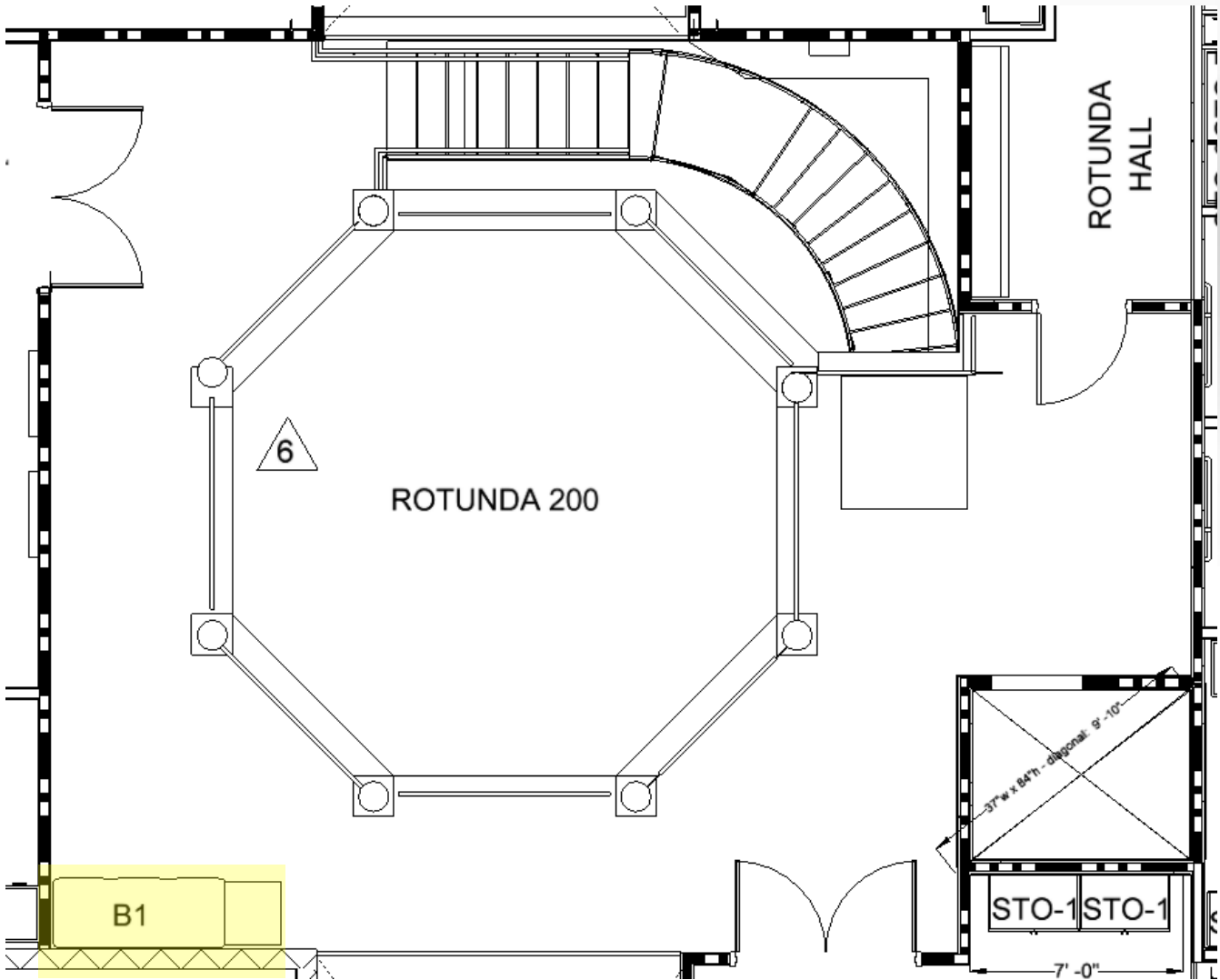
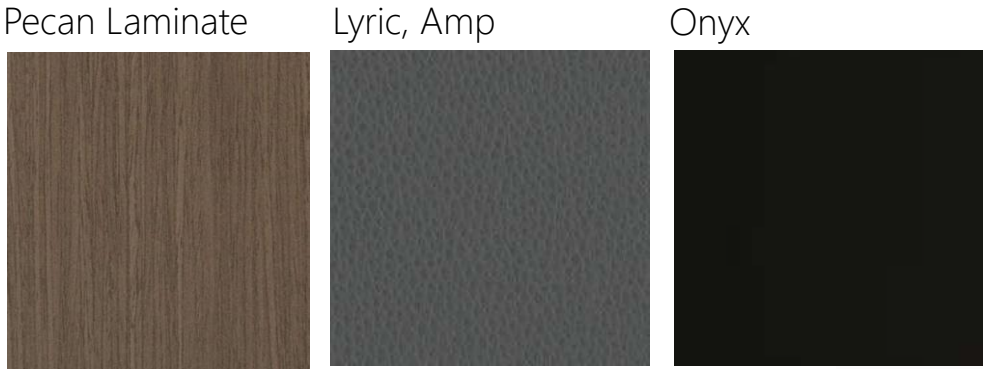
TAG	Tables TB5/TB6
MFR	OFS
LINE	Nineteen20
DESCRIPTION	Café Tables, 30" Round Bar Height Tables (42"h), 42" Round Dining Height Tables. Slate Grey Tops, Luster Grey Base
LOCATION	Break Room 108
PRICE	30"d Bar Table-TB5 \$634.92 42"d Dining Height Table-TB6 \$608.52

TAG	Chair & Stool (C6 and ST1)
MFR	OFS
LINE	GENUS
DESCRIPTION	Poly Shell - Platinum, Sled Base- Chrome
LOCATION	Break Room 108
PRICE	Chair-Carton of 4: \$480.48 Stool- Carton of 2: \$401.28



Rotunda 200

OFS Coact Lite

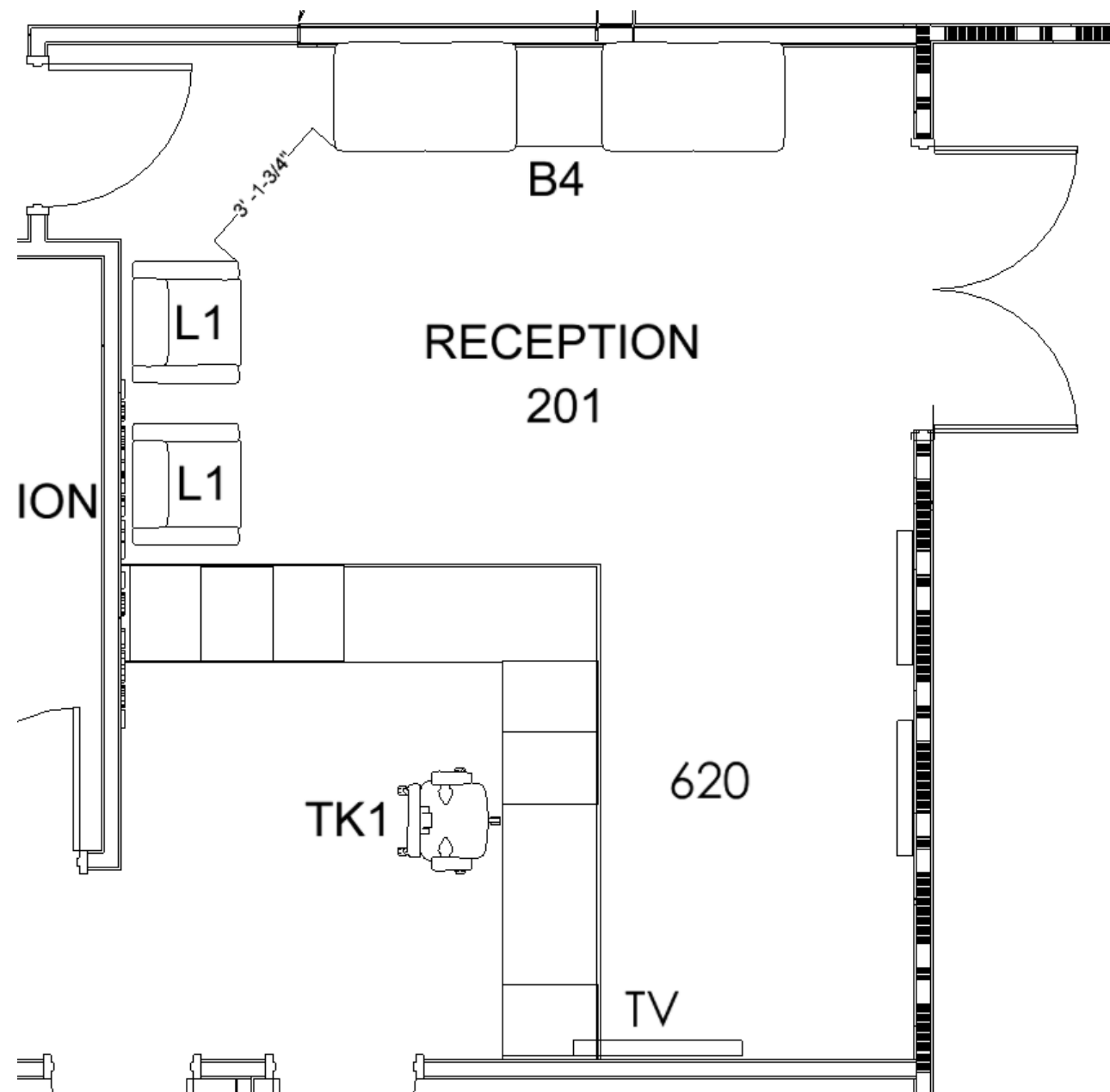


B1-Coact Lite Bench: 26"d x 67.5"w x 18"h | Table: 22.5"w x 25.25"d x 13.25"h

TAG	BENCH (B1)
MFR	OFS
LINE	COACT LITE
DESCRIPTION	Black Metal Base, Fabric: Arbor, Gravel; Connected Side Table, Laminate: Pecan
LOCATION	200
PRICE	\$1,827.76

Reception Waiting 201

OFS Ani | Coact Lite



TAG	Double Bench- B4
MFR	OFS
LINE	Ani
DESCRIPTION	(2) Seats – 26”d x 45”w x 18”h, connected to center table (22.5”d x 25.25”w x 13.25”h). Black Metal Leg, Vinyl Seat : Lyric, Amp
LOCATION	201
PRICE	\$2593.36 (grade 2)



TAG	Chair- L1
MFR	OFS
LINE	Ani
DESCRIPTION	High Metal Leg: Onyx, Upholstered Seat: Arbor, Gravel
LOCATION	201
PRICE	\$983.40 (grade 1)

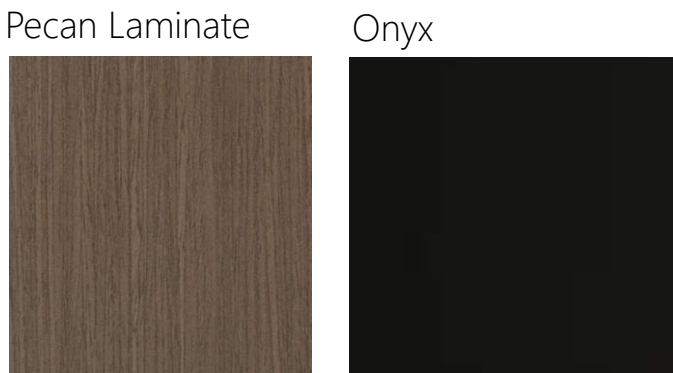
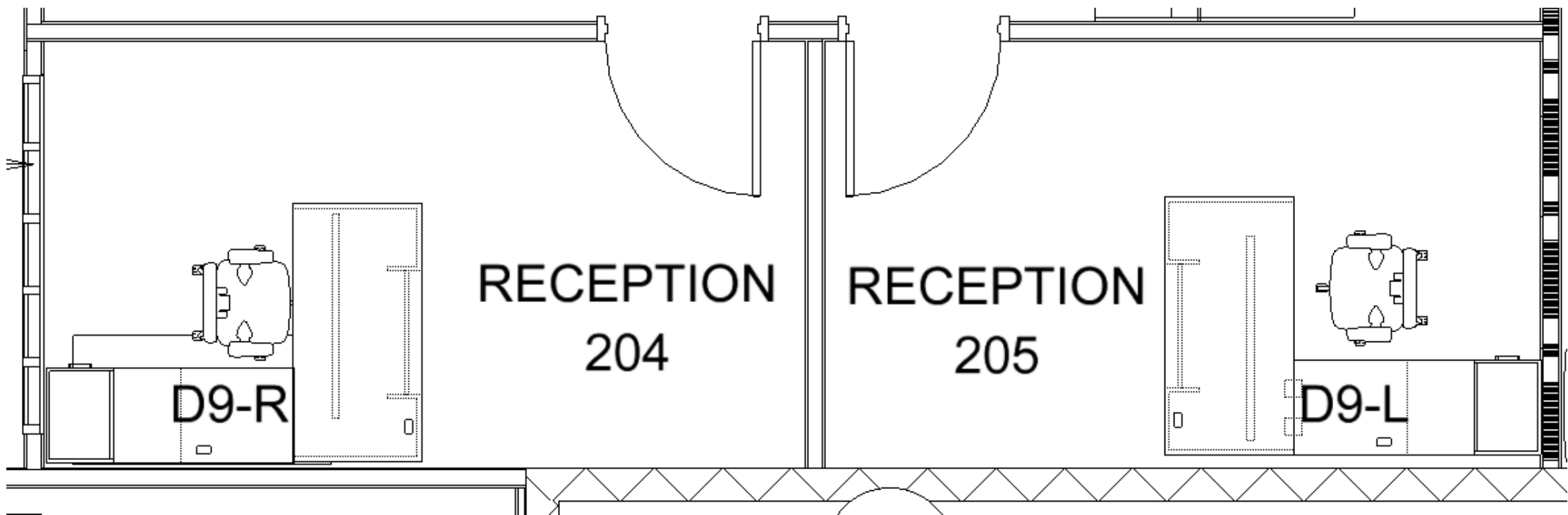


Reception Offices 204, 205

OFS STAKS

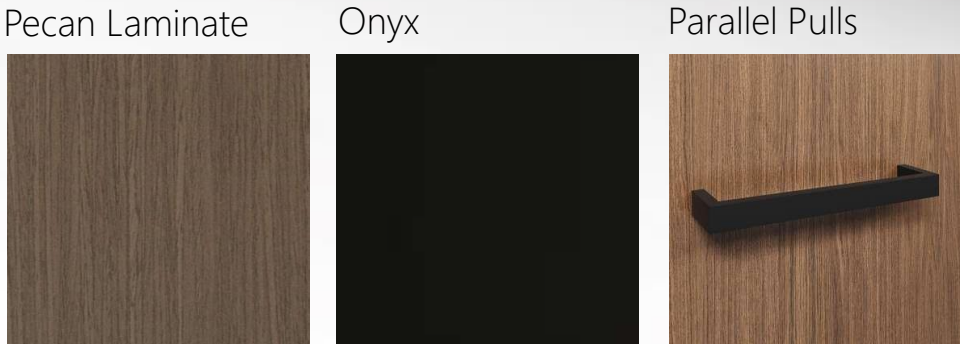
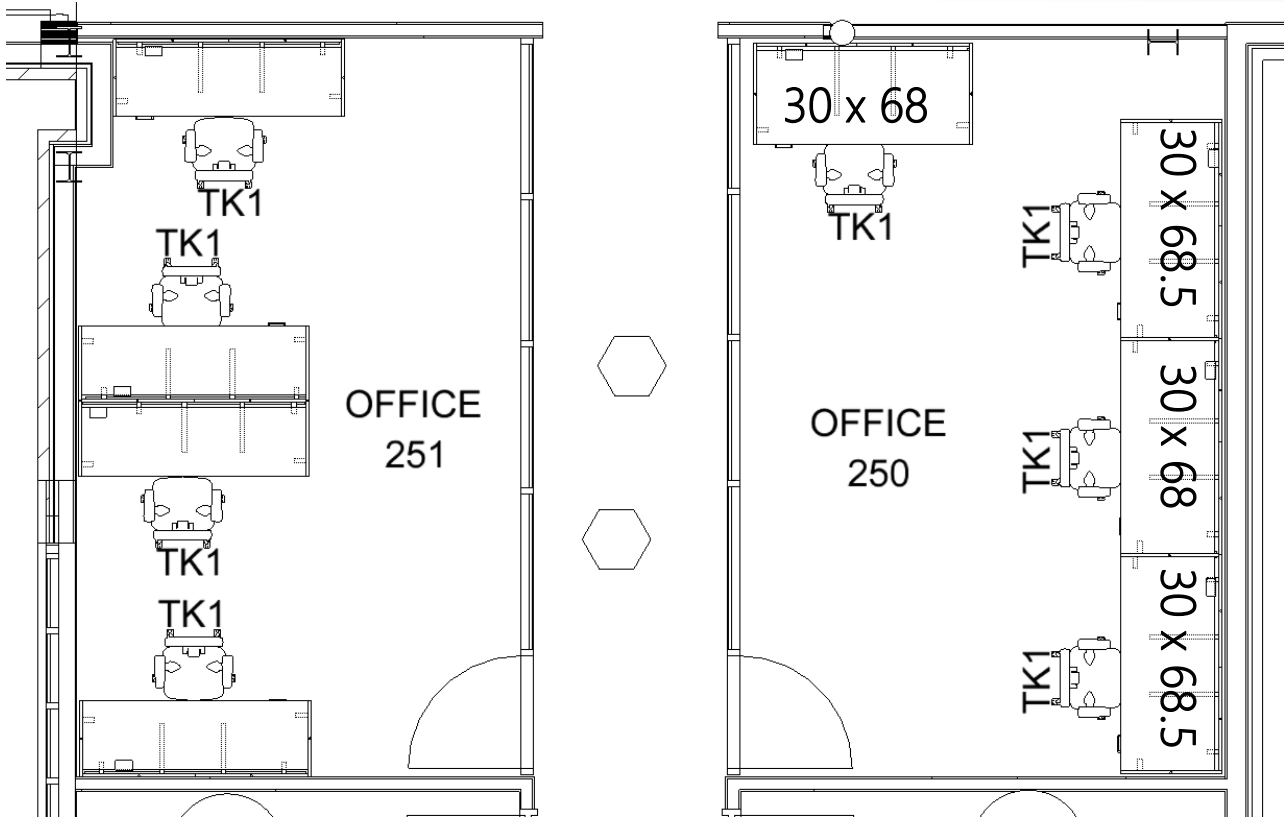


TAG	D9-R / D9-L
MFR	OFS
LINE	STAKS
DESCRIPTION	Main Surface: 30”d x 60”w. Return Surface: 22”d x 42”w. Box Box File Pedestal with Unfinished Back, File File with Side Shelf. Pecan Laminate with Onyx Pulls
LOCATION	204 (D9-R) 205 (D9-L)
PRICE	\$2,504.97



2nd Level Multi-Person Office 250

OFS STAKS

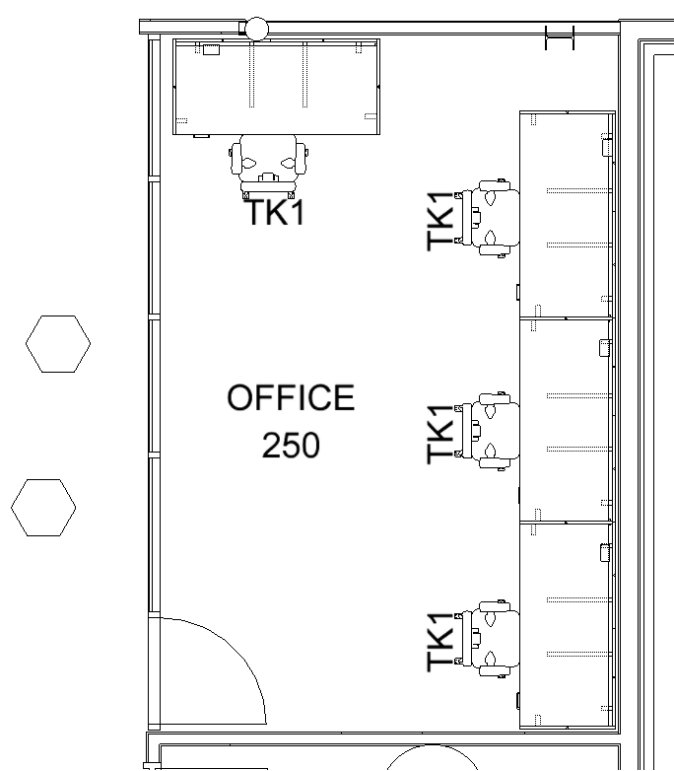
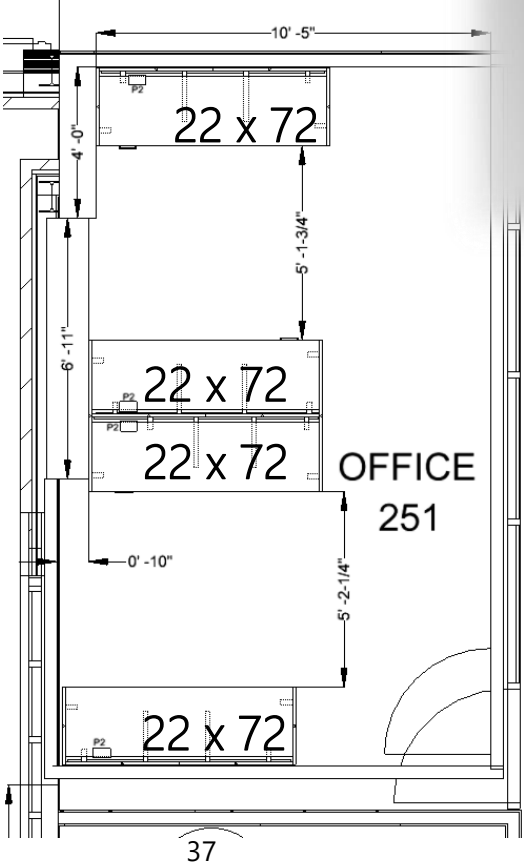
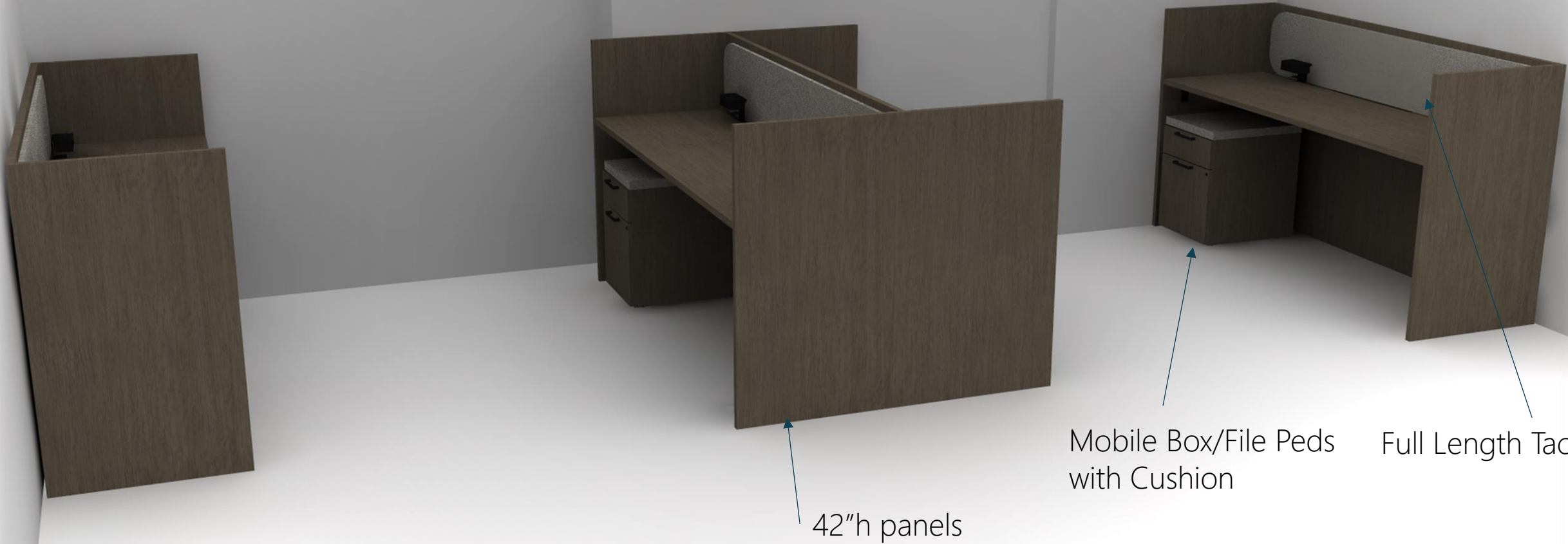


Surface Mounted Power

TAG	DESKS
MFR	OFS
LINE	STAKS
DESCRIPTION	30"d x 72"w Surface, 42"h Laminate Panels, Mobile Box/File Pedestal, Pecan Laminate, Onyx Parallel Pulls, Arbor Gravel Tackboards
LOCATION	250
PRICE	\$5,894.07 \$100 – Surface Mounted Power Unit-P2 (6' Cord)

2nd Level Multi-Person Office 251

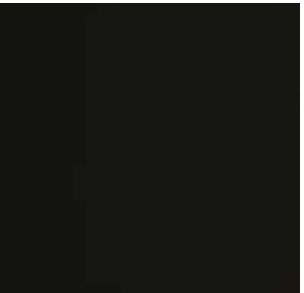
OFS STAKS



Pecan Laminate



Onyx



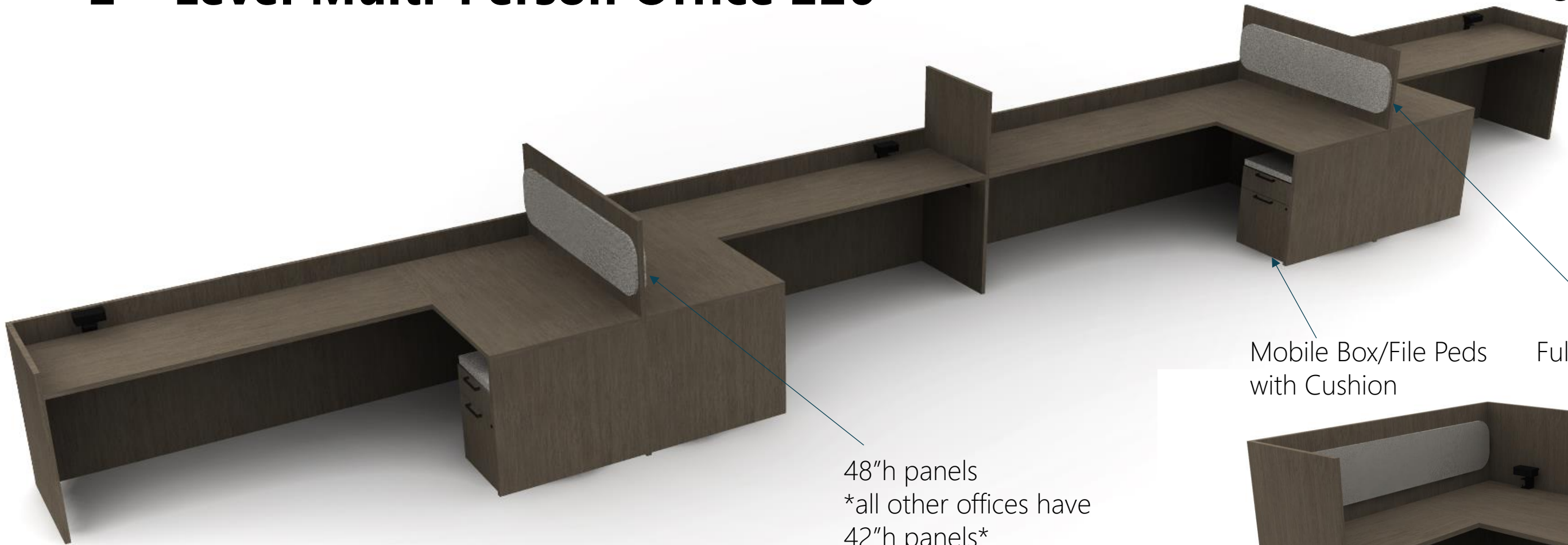
Parallel Pulls



Surface Mounted Power

TAG	DESKS
MFR	OFS
LINE	STAKS
DESCRIPTION	22"d x 72"w Surface, 42"h Laminate Panels, Mobile Box/File Pedestal with Cushion, and Tack Board (Arbor, Gravel) Pecan Laminate, Onyx Black Pulls
LOCATION	251
PRICE	\$5,620.88 \$100 – Surface Mounted Power Unit – P2 (6' Cord)

2nd Level Multi-Person Office 220

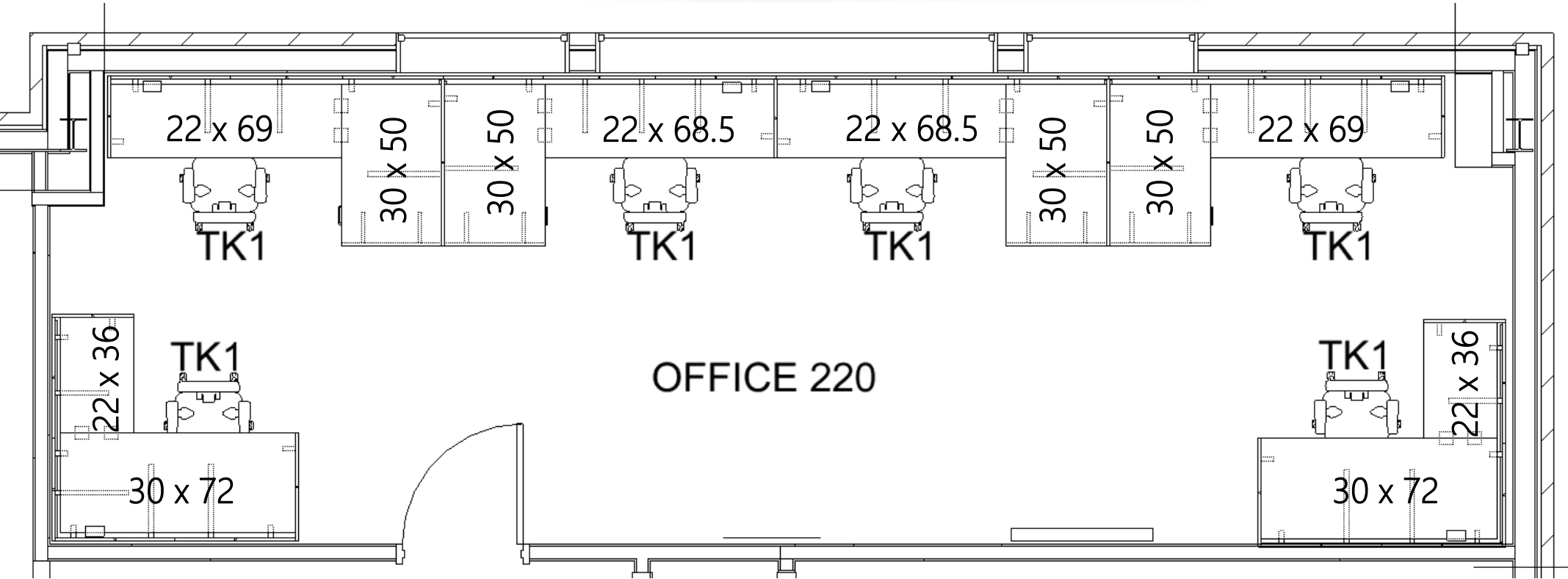


OFS STAKS

Mobile Box/File Peds with Cushion

Full Length Tack Boards

48" h panels
all other offices have 42" h panels



TAG	DESKS
MFR	OFS
LINE	STAKS
DESCRIPTION	48" h Laminate Panels, Mobile Box/File Pedestal with Cushion and Tackboard (Arbor, Gravel), Laminate: Pecan
LOCATION	220
PRICE	\$12,136.41 (not including chairs) \$100 – Surface Mounted Power Unit (P2) (6' Cord)

Conference 246

OFS Applause | Genus



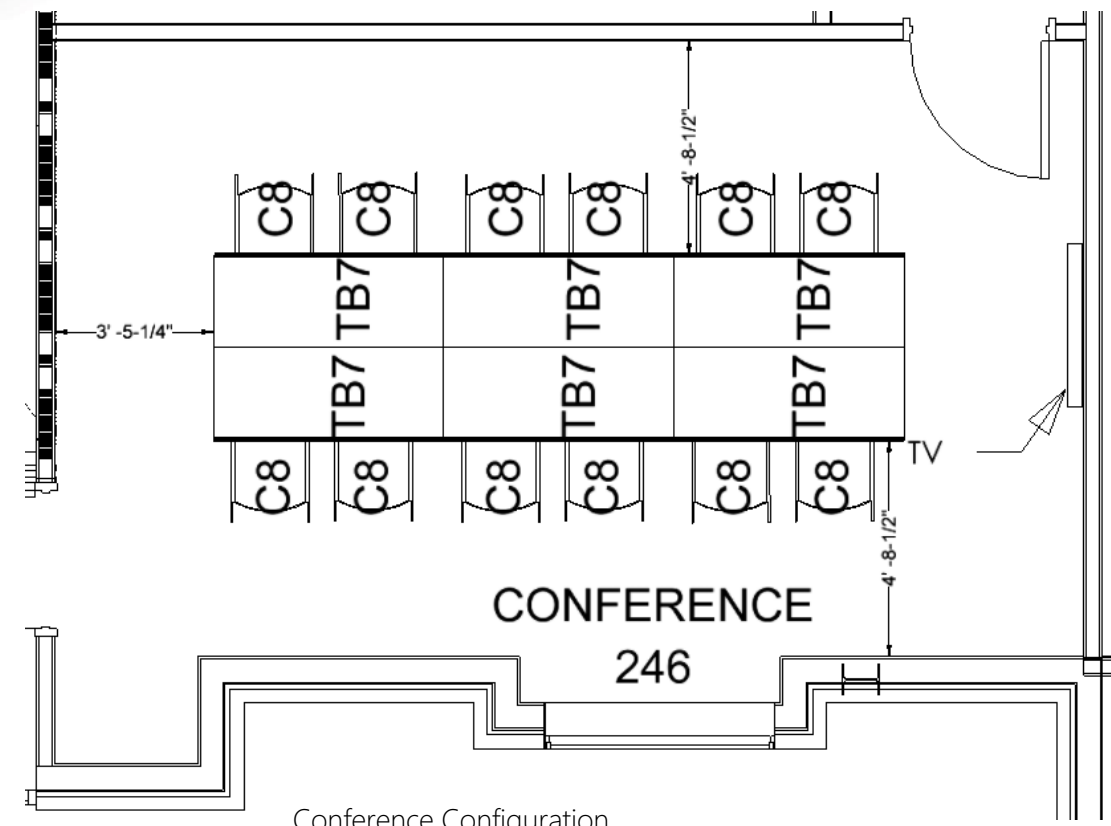
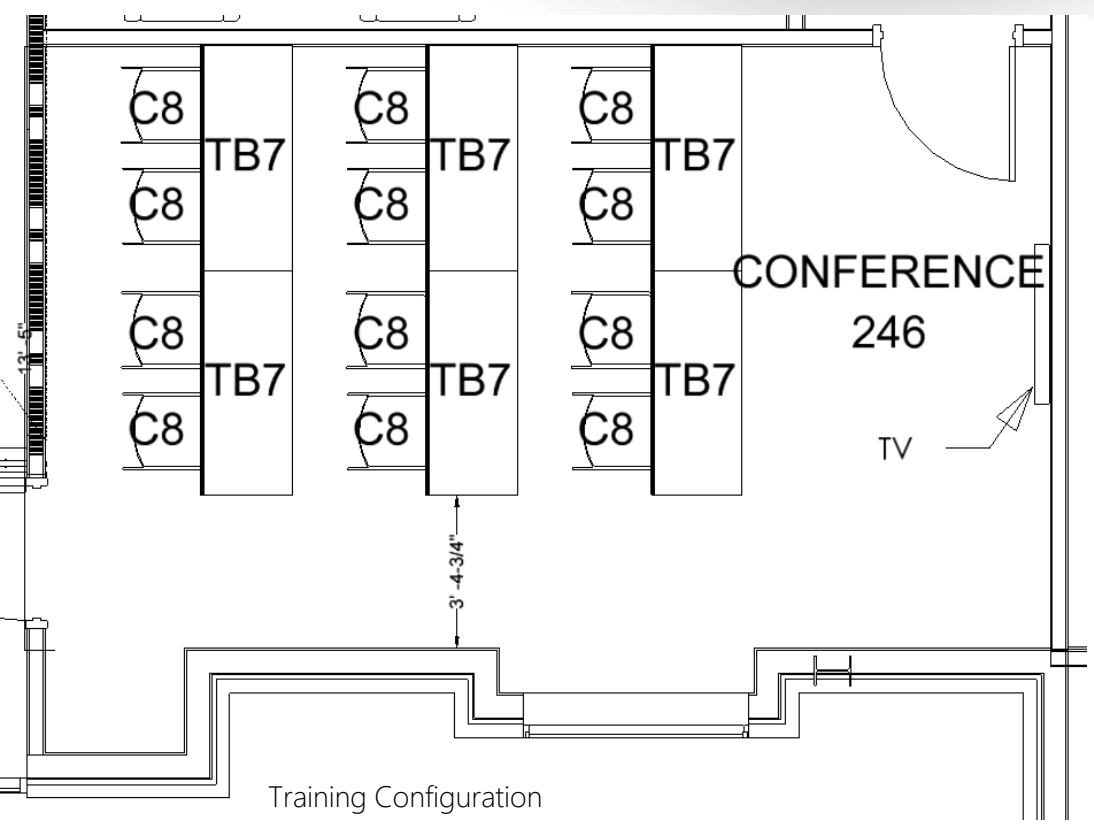
Power Module – P1



TAG	Tables: TB7
MFR	OFS
LINE	APPLAUSE
DESCRIPTION	24"D X 60"W Flip/Nest, Laminate Top with Modesty Panel- Pecan, Flip/Nest Base – Onyx, Black Casters
LOCATION	246
PRICE	\$923.12

TAG	C8
MFR	OFS
LINE	GENUS
DESCRIPTION	Poly Back - Platinum, Upholstered Seat – Lyric Amp, Sled Base- Graphite, Armless
LOCATION	246
PRICE	Carton of 1: \$161.48 (grade 2) Carton of 4: \$553.52 (grade 2)

TAG	P1
MFR	OFS
LINE	Power Module
DESCRIPTION	Two Outlets, USB-A/ USB-C Charging Port, 6' Cord
LOCATION	246
PRICE	\$173.80 (Qty 3)

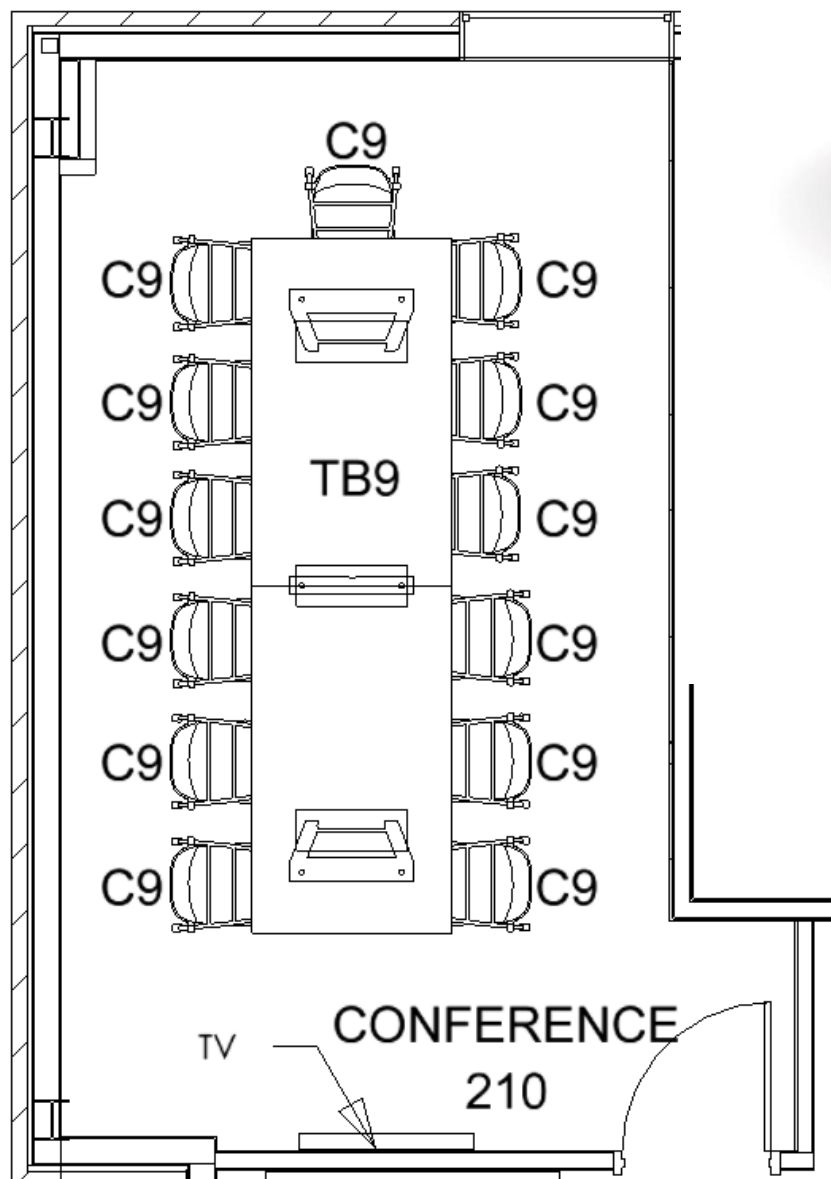


Training Configuration
40

Conference Configuration

Conference 210

OFS Intermix | Acen



Seating Capacity: 13



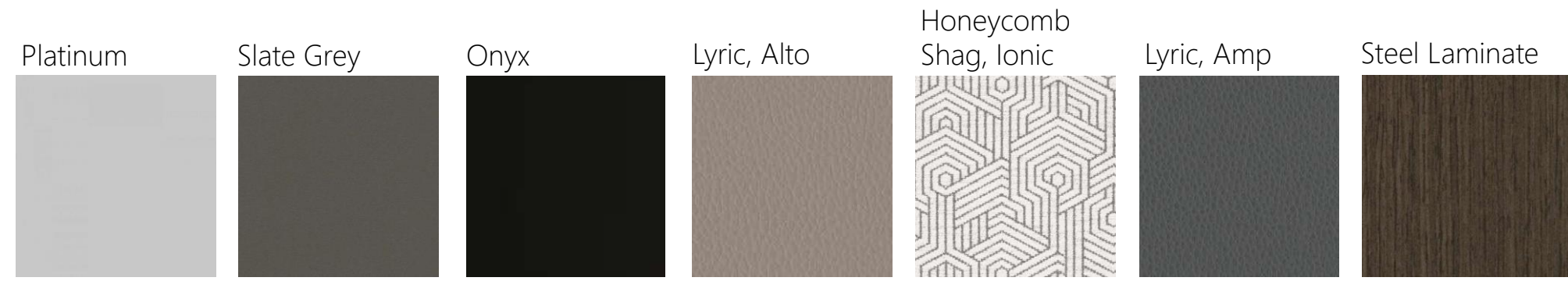
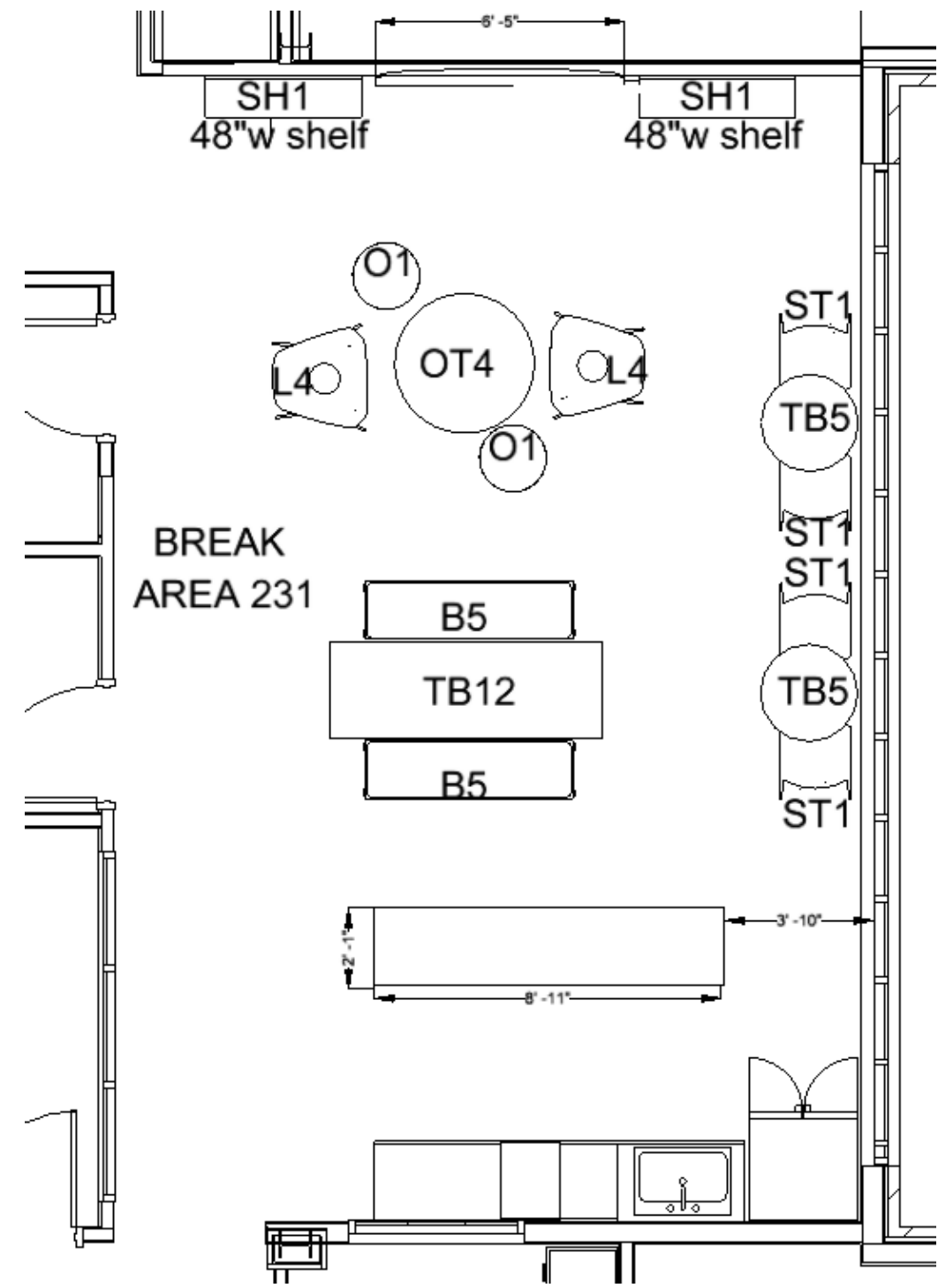
TAG	TB9
MFR	OFS
LINE	INTERMIX
DESCRIPTION	48"D X 168"W Wedge Metal Base- Onyx, Laminate Top- Pecan, Power Module in Surface- (2) 120V Outlets, (1) USB A, (1) USB C, 10' Power Cord
LOCATION	210
PRICE	\$5,283.08



TAG	Chairs – C9
MFR	OFS
LINE	ACEN
DESCRIPTION	Mesh Back, Flip and Nest, Armless, Hard Wheel Casters, Platinum Mesh, Vinyl Seat- Lyric, Amp
LOCATION	102
PRICE	Carton of 1: \$250.80 grade 2) Carton of 3: \$692.12 (grade 2)

Break Room – Level 2

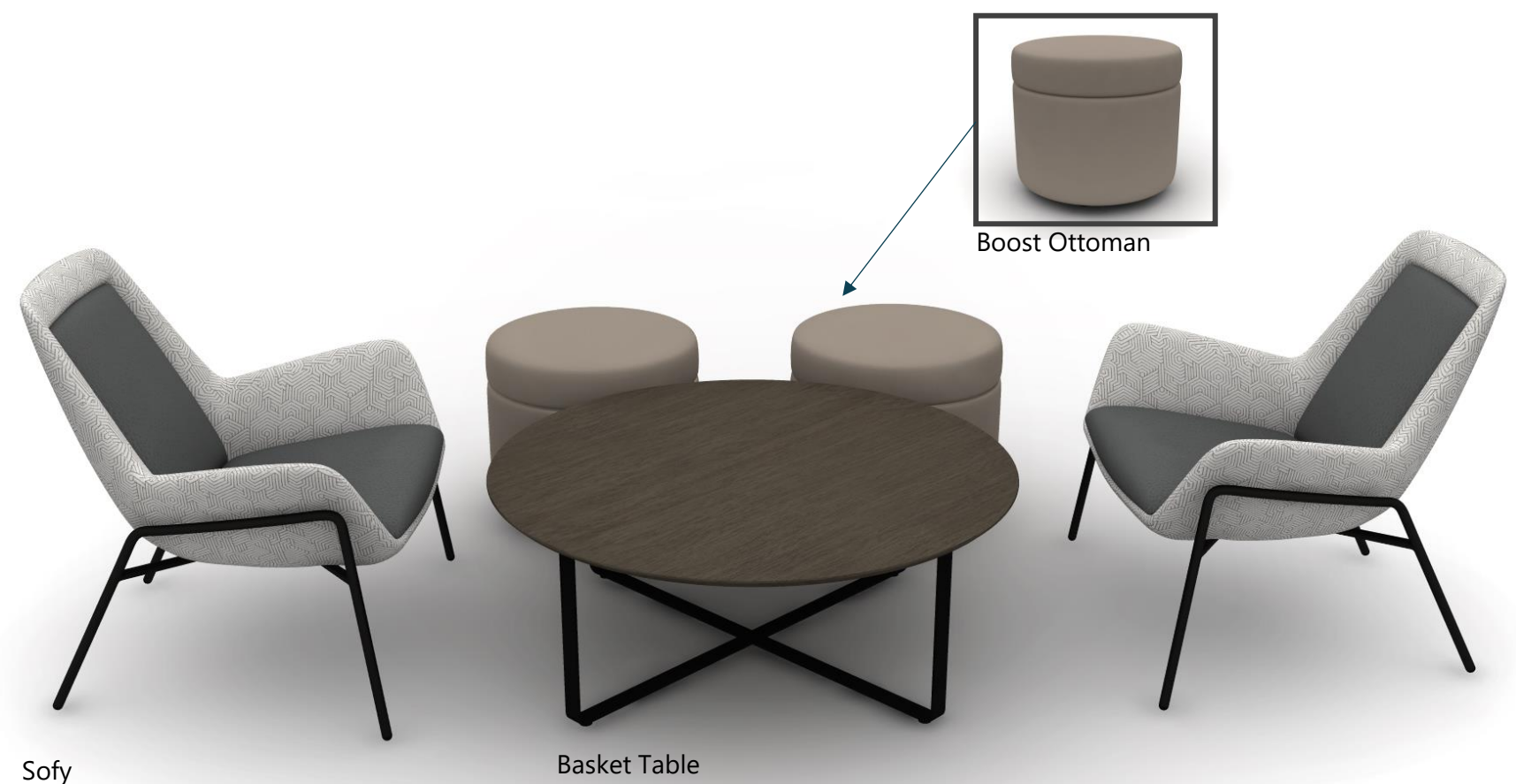
OFS Sofy | Kintra | Riff | STAKS



See following page for product details

Break Room – Level 2

OFS Sofy | Kintra | Riff | STAKS



Sofy

Basket Table

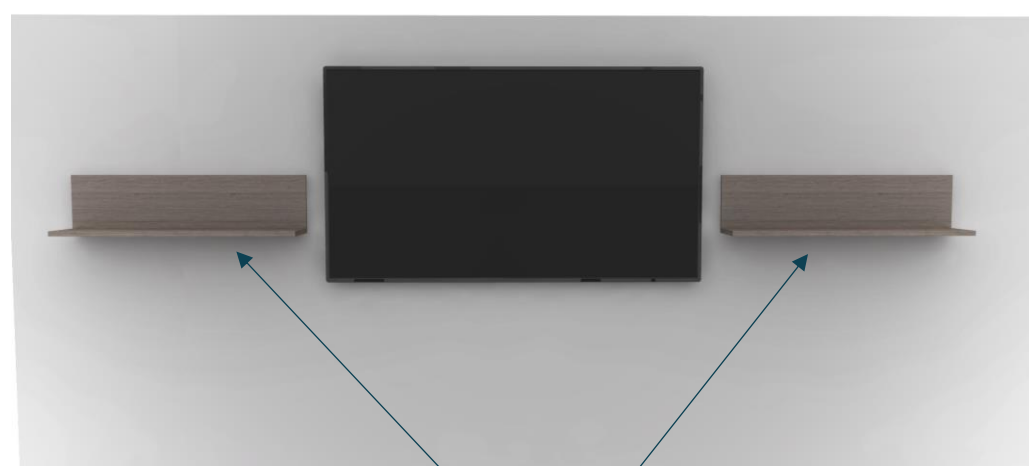
Boost Ottoman

TAG	LOUNGE CHAIR (L4)
MFR	OFS
LINE	Sofy
DESCRIPTION	Back: Stinson, Honeycomb Shag, Ionic ; Metal Base - Onyx
LOCATION	Break Room 231
PRICE	\$1,343.76 (grade 8 on back, grade 2 on seat)

TAG	Ottomans (O1) Coffee Table (OT4)
MFR	OFS Carolina
LINE	Boost Basket
DESCRIPTION	Boost: 20.25" Round x 17.25"h, Soft Casters, Removable Top. Lyric, Alto ; Basket: 43"r x 16"h Steel Veneer Top, Onyx Base
LOCATION	Break Room 231
PRICE	\$601.92 (Boost Ottoman-grade 2 – O1) \$1,466.52 (Basket Table – OT4)



Kintra Table + Rif Benches



STAKS Shelves – Steel Laminate
13"h x 12"d x 48"w - \$395.46

TAG	Kintra Table (TB12) + Riff Benches (B5)
MFR	OFS
LINE	Kintra + Riff
DESCRIPTION	Table: 30"d x 84"w Slate Grey Laminate, Benches: Black Wooden Base with Vinyl Cushion Top- Lyric, Alto (Benches)
LOCATION	Break Room 231
PRICE	\$2,195.60 (TB12) \$3,708.32 (B5) (for both benches)

Admin Entry 243



Ani Loveseat

Bistro

Ani Lounge Chair

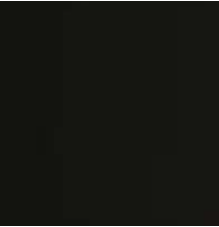
Arbor, Gravel



Pecan



Onyx



OFS Ani | Bistro | STAKS

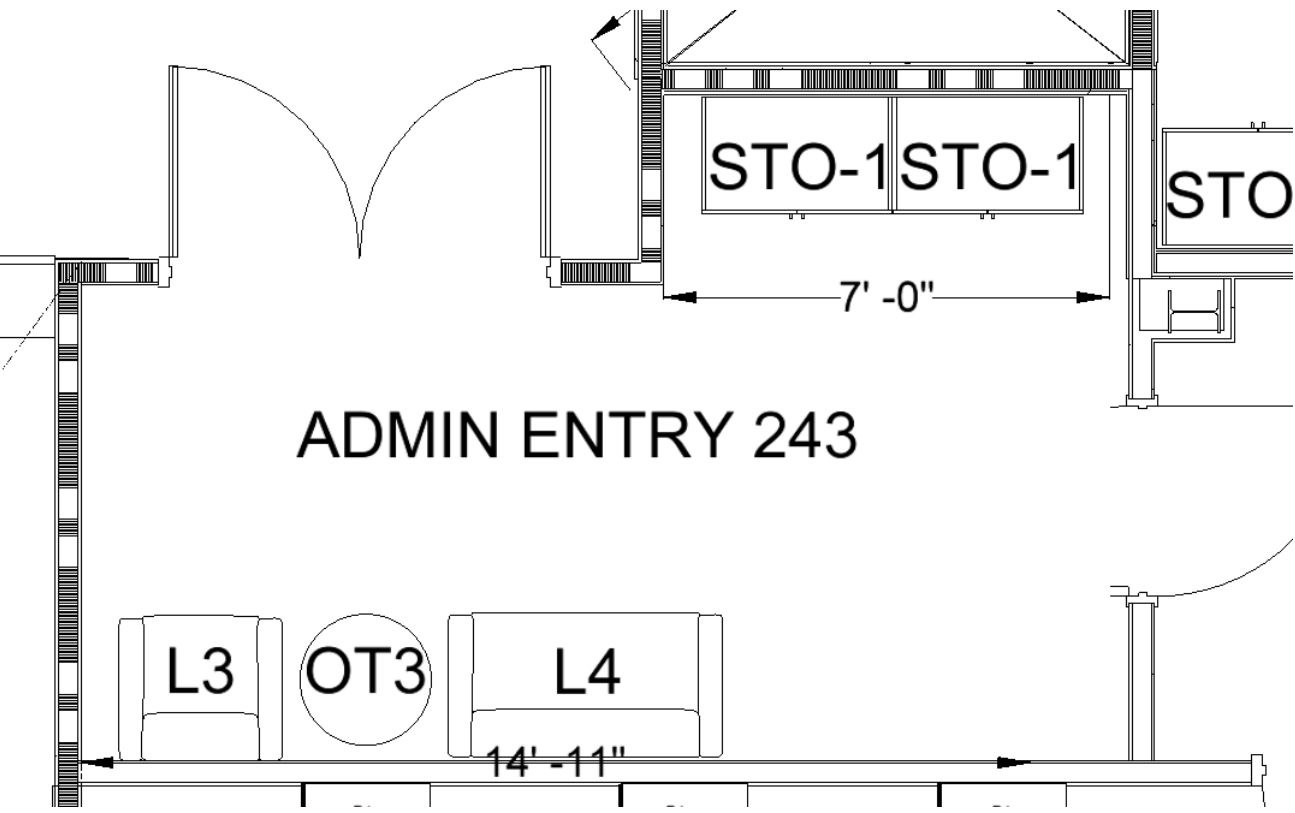
TAG	Lounge – L3/L4
MFR	OFS
LINE	Ani
DESCRIPTION	Upholstered Seat and Back—Arbor, Gravel; Metal High Leg Assembly Base: Onyx
LOCATION	243
PRICE	Chair: \$983.40 (grade 1) Loveseat: \$1,309.88 (grade 1)

TAG	SIDE TABLE – OT3
MFR	OFS
LINE	Bistro
DESCRIPTION	Pecan Veneer
LOCATION	243
PRICE	\$878.68

TAG	STORAGE – STO-1
MFR	OFS
LINE	STAKS
DESCRIPTION	21.875”d x 36”w x 72”h, Pecan Laminate, Locking, Onyx Pulls
LOCATION	243
PRICE	\$1,349.40 (per cabinet)



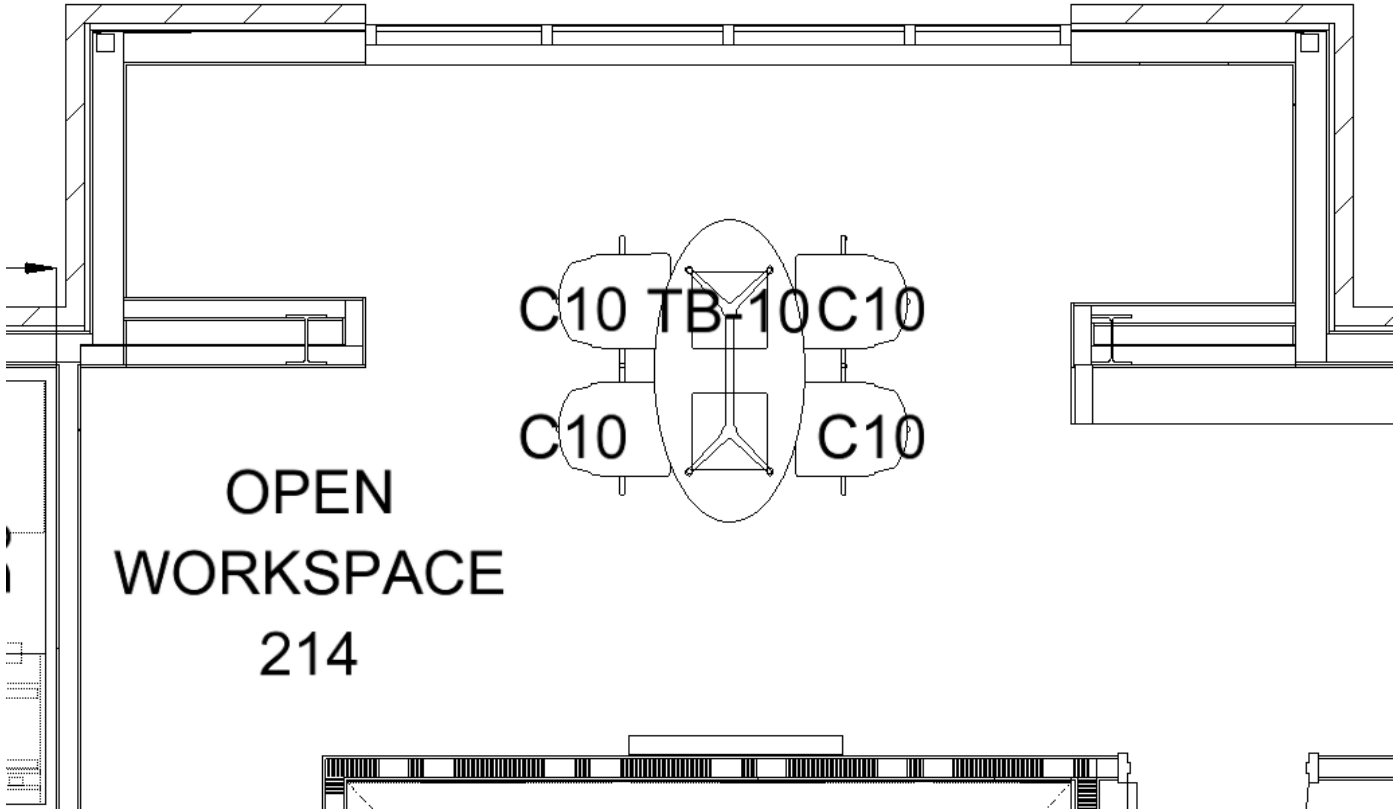
STAKS Storage Cabinets



ADMIN ENTRY 243

Open Workspace 214

OFS Intermix | Harpin

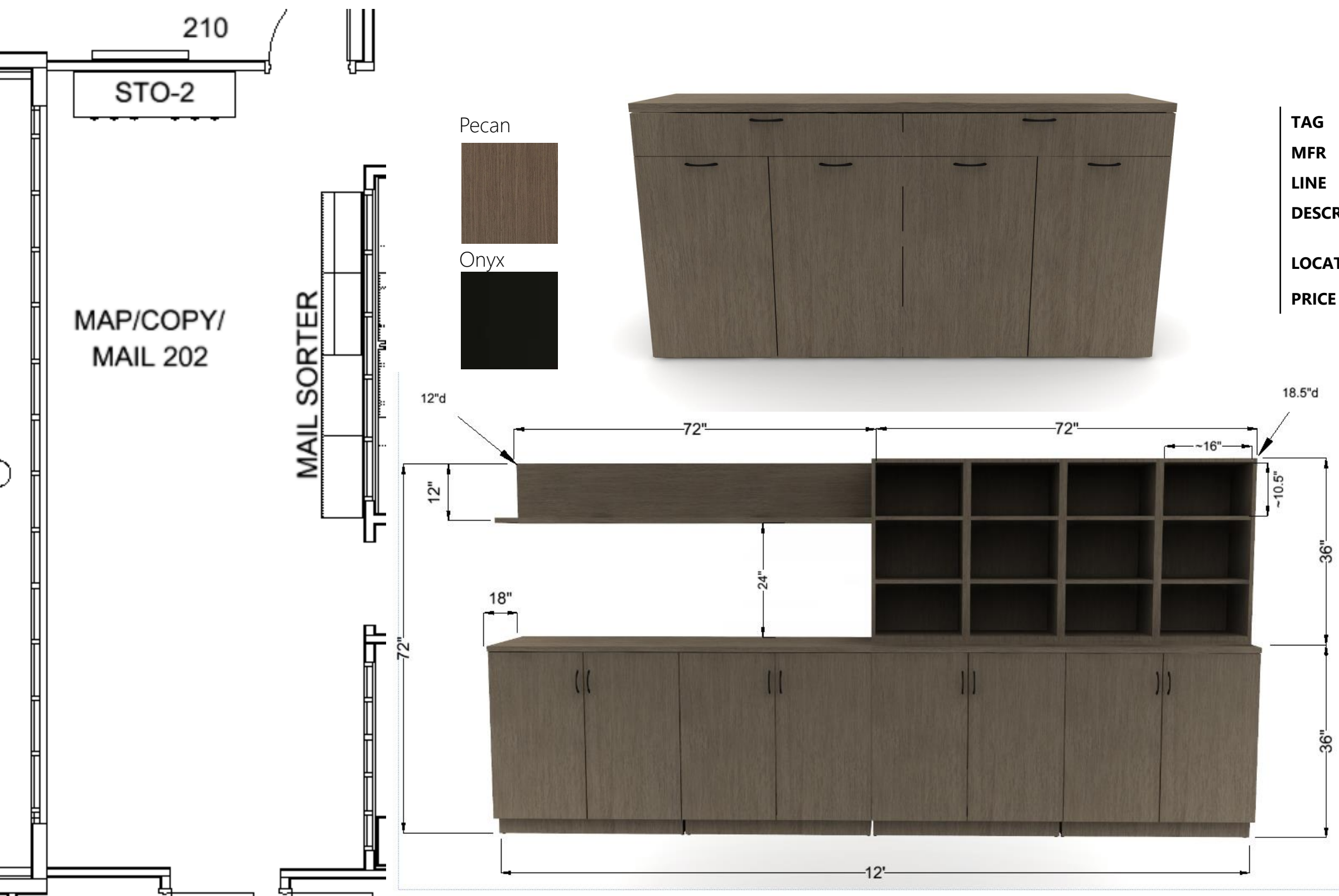


TAG	TABLE- TB10
MFR	OFS
LINE	Intermix
DESCRIPTION	30"d x 66"w Oval Top: Grey Laminate, Power in Top (Silver Module), Onyx Base
LOCATION	214
PRICE	\$1,110.56

TAG	CHAIRS – C10
MFR	OFS
LINE	Harpin
DESCRIPTION	4-star Base – Onyx; Fabric: Momentum, Cover Cloth, Platinum; Armless; Soft Wheel Casters
LOCATION	214
PRICE	\$452.32 (grade 4)

Mail/Copy 202

OFS Mile Marker | Intermix

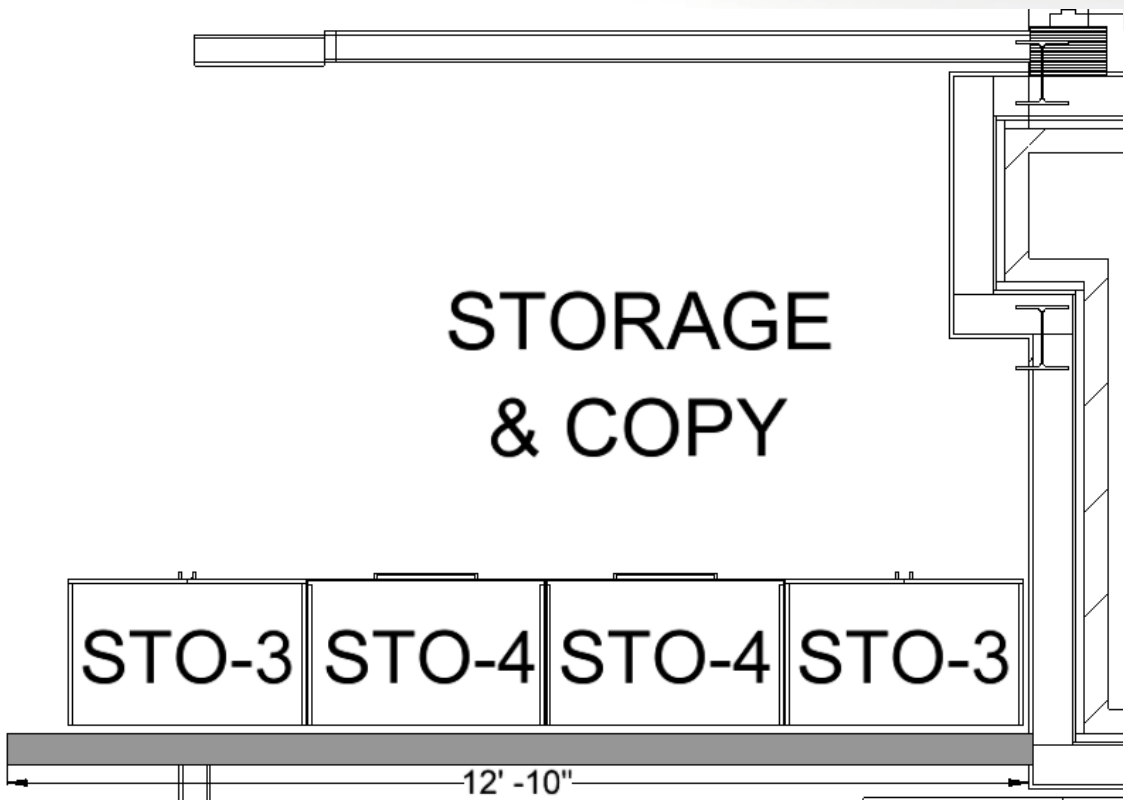


TAG	STORAGE CREDENZA (STO-2)
MFR	OFS
LINE	Intermix
DESCRIPTION	20"d x 71"w x 36"h, Pecan with Onyx Crest Pulls
LOCATION	202
PRICE	\$1,581.36

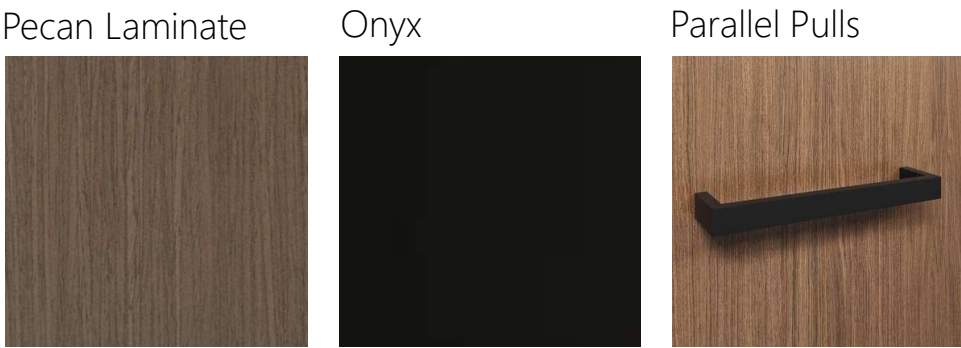
TAG	MAIL SORTER
MFR	OFS
LINE	Mile Marker
DESCRIPTION	Storage Cabinets with Laminate Counter Top, Mail Sorter with 12 Mail Slots. Wall Mounted Shelf, Pecan with Onyx Crest Pulls
LOCATION	202
PRICE	\$4,782.92

Storage & Copy 236

OFS Mile Marker | Intermix

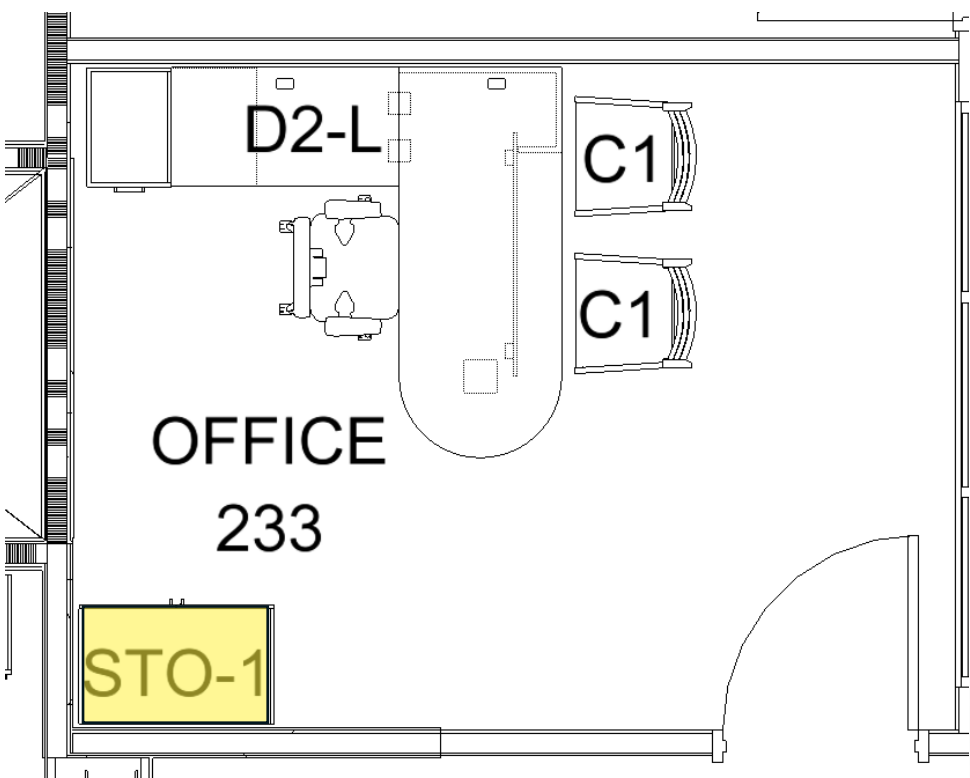


TAG	STORAGE WALL – STO-3 & STO-4
MFR	OFS
LINE	STAKS
DESCRIPTION	(2) Storage Cabinets 21.875”d x 36”w x 42”h (2) Lateral Files (22”d x 36”w x 42”h) Laminate: Pecan ; Pulls: Parrallel, Onyx ; Locking
LOCATION	236
PRICE	STO-3 (Cabinets) - \$822.90 per unit STO-4 (Files) - \$1,013.22 per unit

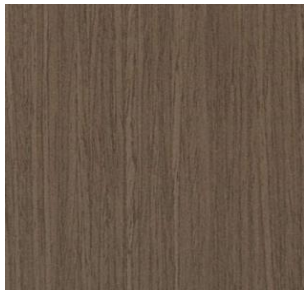


Offices – 233 & 216 - Additional Storage

OFS STAKS



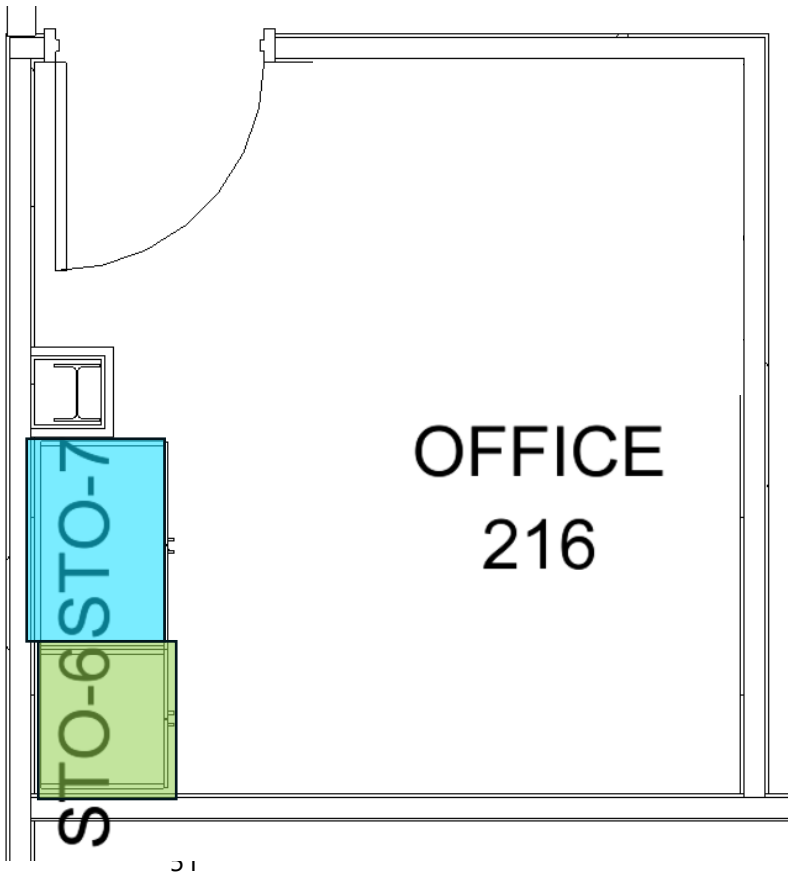
Pecan Laminate



Parallel Pulls



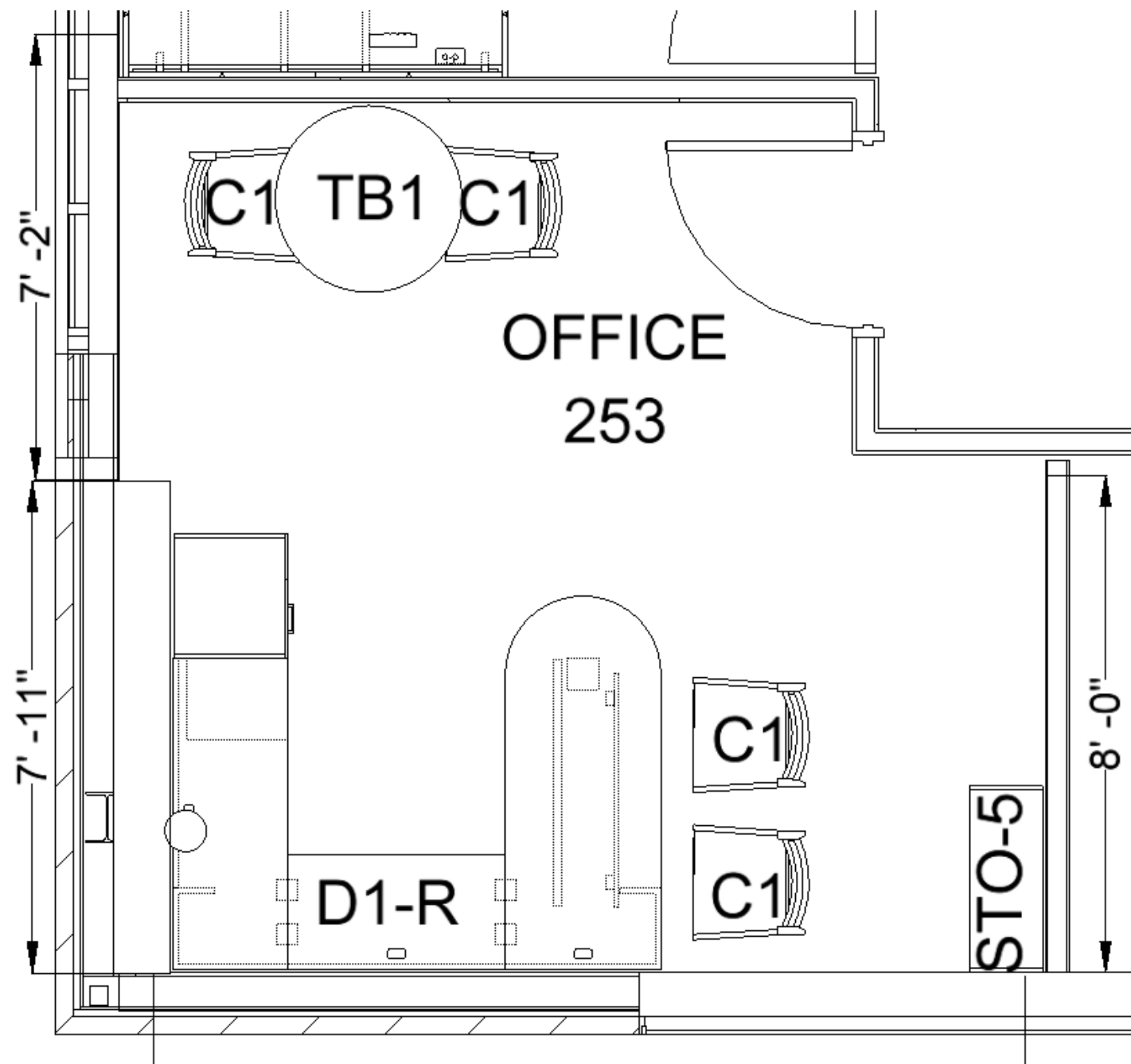
TAG	STO-1
MFR	OFS
LINE	STAKS
DESCRIPTION	Locking Storage Tower 21.875" d x 36" w x 72" h ; Laminate: Pecan ; Pulls: Parallel Onyx
LOCATION	233
PRICE	\$1,349.40



TAG	STO-6 / STO-7
MFR	OFS
LINE	STAKS
DESCRIPTION	Locking Storage Towers (STO-6)- 21.875" d x 24" w x 72" h (STO-7) 21.875" d x 30" w x 42" h Laminate: Pecan ; Pulls: Parallel Onyx
LOCATION	216
PRICE	STO-6--\$755.82 STO-7--\$801.06

Office 253- Additional Storage - Bookcase

OFS STAKS



TAG	Bookcase - STO-5
MFR	OFS
LINE	STAKS
DESCRIPTION	14"d x 36"w x 54"h Bookcase- Laminate: Pecan
LOCATION	253
PRICE	\$734.37



Wire Management/Monitor Arms

HUMANSCALE Neat Tech | Monitor Arms



TAG	WIRE MANAGEMENT
MFR	Humanscale
LINE	Neat Tech
DESCRIPTION	38" Wide, Mounts underneath worksurface, Finish: Black Basket with Black Trim
LOCATION	All Desks (qty: 42)
PRICE	\$77.90



TAG	MONITOR ARM
MFR	Humanscale
LINE	M Flex – Dual Monitor Arm
DESCRIPTION	Holds two monitors that are 1-12.5 lbs. Finish: Black
LOCATION	220, 250, 251 (Qty: 14)
PRICE	\$304.00

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Travis Ramsey, IT Manager

SUBJECT: Approval of Contract with Everon for Town Hall Security & Installation through Omnia Contract #R220701

INTRODUCTION: The purpose of this agenda item is to approve the contract with Everon “ADT” for town hall security equipment and installation through Omnia Contract #R220701. The funding for this project will be through the ARPA fund for the Town Hall renovation project.

DISCUSSION: The contract will provide security cameras, door access readers, intrusion detection and monitoring. Also included is the retrofit of existing doors to allow for key cards and scheduled access. The doors will be able to automatically lock and unlock based on a preset schedule and lock down the building in the event of an emergency. The building exterior and parking lots will also be captured on security cameras.

FINANCIAL SECTION: ARPA Fund-Town Hall Building Improvements

Account Number: 316-41830-9210			
Total Budget	Requested Amount	Expenditures & Contracts to Date	Remaining Amount
\$4,000,000	\$121,813.96	\$3,563,080.33	\$315,105.71
Approved By: A. Myers			

RECOMMENDATION BY: Travis Ramsey, IT Manager, for approval

PROPOSED MOTION: To approve the contract with Everon in the amount of \$121,813.96 for Town Hall Security and Installation.

BOARD ACTION:

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

VOTE/TOTAL	BURNETTE	CAIN	WHITE	MEYER	WILLIAMS
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Proposal prepared for:

Town of Farragut

Camera, Access Control and Intrusion Systems

Camera Card Readers, Locksmith Updated 12-03-24

Presented by:

Wayne Kelley & Greg Sheppard

12.03.2024

Sales Agreement ID: 891960833

Proposal pricing is valid for 30 days

everonsolutions.com

©2024 Everon, LLC. All rights reserved.



December 3, 2024

Town of Farragut
11408 MUNICIPAL CENTER DR
KNOXVILLE, TN 37934

On behalf of Everon, thank you for the opportunity to respond to your RFP/solicitation for Town of Farragut.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations, backed by our national strength, and over 5,000 employees, including 2,300 technicians, across more than 100 locations. Our company draws on an outstanding legacy of service excellence that is strengthened by our people's decades of industry expertise to emerge as an innovator and service excellence champion, protecting commercial property, people, and assets. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction. As a national company with local offices, our broad footprint is designed to provide you with a quality service experience to meet your specific needs and exceed your expectations.

We look forward to next-step discussions in order to provide Town of Farragut with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and life safety objectives now and into the future. Thank you for your consideration.

Respectfully,

Wayne Kelley & Greg Sheppard
Sr Commercial Security Consultant
Everon



1. Executive summary

1.1. Powered by Experience. Driven by Excellence.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations backed by our national strength and local knowledge of over 5,000 employees – including 2,300 technicians – across 100 offices, and two dedicated monitoring and operations centers. Our corporate offices are based in Boca Raton, Florida with our Innovation & Operations HQ in Dallas, Texas.

Everon draws on an outstanding legacy of service excellence that is strengthened by over a decade of industry expertise – with many leaders having spent the majority of their careers in the industry. Our organization was built over the last decade by some of the most trusted names in commercial security that include ADT Commercial, Protection 1, and Red Hawk Fire & Security. In that time, we focused on providing comprehensive, scalable solutions to address unique needs of mid-market, national and large-scale organizations, and established a new industry standard for customer-driven service excellence and delivery. With GTCR's acquisition of ADT Commercial in 2023, we've now emerged as an innovator and service excellence champion protecting commercial people, property, and assets across industries. Through our predecessor companies, we built a reputation as one of the nation's best commercial security providers, with decades of experience and a proven record of excellence in customer service.

Today, we are Everon. We are ever focused on being game-changers and innovators, breaking new ground to propel the industry forward with a customer-focused approach to optimizing your security and life safety ecosystem. We are ever committed to being the dedicated partner and security advisor you can trust.

Everon is committed to protecting your organization at every level. Engaging with us gives you access to an industry-leading range of security, fire, and life safety offerings, backed by our state-of-the-art, national-scale 24/7/365 monitoring infrastructure. And it means you will benefit from our commitment to innovation: Ongoing investment in new technologies and new capabilities, including cutting-edge technology in unique applications, AI-powered solutions, enterprise-level systems for complex environments, and much more.

Our commitment to our customers is based on a foundational principle: We commit to the protection of your facilities and assets as though they are our own. And we respond to your dedication to your people's safety with our own tenacity. We consistently deliver a great customer experience—making us a trusted

300,000+
Customer Locations

100+
Locations with Local
Leadership

2,300+
Technicians

2
Company-Owned UL Listed
Monitoring and Operations
Centers



partner across industries and solutions. Our experienced security, fire, and life safety experts, paired with our innovative approach to providing best-in-class service, allow us to deliver exceptional customer service across your enterprise, whether you have one location or 1,000.

Our specialized commercial team members have deep technical knowledge, complex design skillsets, and multiple enterprise-level technology, security, and fire certifications. Our Integrated Solutions team provides design development oversight, technical support and engineering, and cross-discipline project management for your complex commercial environments. Our National Fire & Life Safety Team provides fire alarm, sprinkler, and suppression system expertise from NICET and NFPA certified specialists; voice evacuation and mass notification solutions; and in-house system design-build services. The experts at our Network Operations Center design, deploy, and manage security networks, as well as provide hosted infrastructure (IaaS), cloud device health and environmental monitoring, and managed administrative services. And our industry experts have decades of specialized experience and in-depth understanding of the unique solutions and technologies needed to address your specific business challenges.

We know standard, off-the-shelf solutions don't work for leading-edge, complex organizations. We can help you build a flexible and customizable security, fire, and life safety program to meet your unique business challenges, and to help protect your people, property, and assets—while minimizing risk to your organization. We aim to build customer-driven partnerships by helping identify the products and services that work best for your business needs and meet your security, fire, and life safety objectives in the most effective manner. Building solutions to meet your enterprise-level objectives is our specialty—we'll help you find the best combination of products and services from our comprehensive suite of security, fire, and life safety technologies to cover your locations inside and out.

1.2 Our Guiding Principles

- **Customers Are Our True North:** We know that our reputation is based on how we serve our customers.
- **Our People Are the Difference:** We strive to be the best technically trained team in the business.
- **Dedicated to Commercial:** We are purposefully built to serve the integrated security, fire, and life safety needs of our customers.
- **One Ideal Partner:** We are a full-service national company with nimble local delivery teams.

Investment Summary

Summary of Charges for: DMP Intrusion

Installation Price	\$16,085.55
--------------------	-------------

Proposal pricing is valid for 30 days

Summary of Charges for: Avigilon Access Control

Installation Price	\$22,676.74
--------------------	-------------

Total Monthly Recurring Services Charges	\$0.00
--	--------

Proposal pricing is valid for 30 days

Summary of Charges for: Avigilon Camera System

Installation Price	\$57,215.51
--------------------	-------------

Total Monthly Recurring Services Charges	\$0.00
--	--------

Proposal pricing is valid for 30 days

Summary of Charges for: Revised Locksmith Quote

Installation Price	\$25,836.16
--------------------	-------------

Total Monthly Recurring Services Charges	\$0.00
--	--------

Proposal pricing is valid for 30 days

Total Proposal Option

Installation Price	\$121,813.96
--------------------	--------------

Proposal pricing is valid for 30 days

If Everon and Customer are parties to a mutually signed, written agreement, then the terms of that agreement control. If Everon and Customer are not parties to a signed contract, then the scope of work and prices set forth above are based upon and subject to the Everon Terms and Conditions ("Terms") available at <https://www.everonsolutions.com/terms-and-conditions-sale>. Any modifications to the Terms may result in pricing changes. Any other terms and conditions are rejected by Everon unless in a document signed by an authorized representative of Everon.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Travis Ramsey, IT Manager

SUBJECT: Approval of Contract with Everon for Town Hall Security Licensing through Omnia Contract #R220701

INTRODUCTION: The purpose of this agenda item is to approve the contract with Everon “ADT” for town hall security equipment licensing through Omnia Contract #R220701.

DISCUSSION: The licensing is the subscription to manage the door reader and camera system, like a home security monitoring system. This licensing will allow staff to access real-time/historical video analytics as well as cloud storage and remote monitoring. The lump sum cost for a 5-year licensing is \$35,116.85. Purchasing a 5-year commitment saves money and allows for ease of product warranty.

FINANCIAL SECTION: CIP Town Hall Security Plan

Account Number: 310-41640-9451

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$128,000	\$35,116.85	\$21,416.83	\$71,466.32

Approved By: A. Myers

RECOMMENDATION BY: Travis Ramsey, IT Manager, for approval

PROPOSED MOTION: To approval of Contract with Everon, in the amount of \$35,116.85, for the Town Hall Security Licensing

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Proposal prepared for:

Town of Farragut Townhall

Camera Licenses and Access Control Licenses

Presented by:

Wayne Kelley & Greg Sheppard

12.03.2024

Sales Agreement ID: 891960833

Proposal pricing is valid for 30 days

everonsolutions.com

©2024 Everon, LLC. All rights reserved.



December 03, 2024

Town of Farragut
11408 MUNICIPAL CENTER DR
KNOXVILLE, TN 37934

On behalf of Everon, thank you for the opportunity to respond to your RFP/solicitation for Town of Farragut.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations, backed by our national strength, and over 5,000 employees, including 2,300 technicians, across more than 100 locations. Our company draws on an outstanding legacy of service excellence that is strengthened by our people's decades of industry expertise to emerge as an innovator and service excellence champion, protecting commercial property, people, and assets. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction. As a national company with local offices, our broad footprint is designed to provide you with a quality service experience to meet your specific needs and exceed your expectations.

We look forward to next-step discussions in order to provide Town of Farragut with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and life safety objectives now and into the future. Thank you for your consideration.

Respectfully,

Wayne Kelley & Greg Sheppard
Sr Commercial Security Consultant
Everon



1. Executive summary

1.1. Powered by Experience. Driven by Excellence.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations backed by our national strength and local knowledge of over 5,000 employees – including 2,300 technicians – across 100 offices, and two dedicated monitoring and operations centers. Our corporate offices are based in Boca Raton, Florida with our Innovation & Operations HQ in Dallas, Texas.

Everon draws on an outstanding legacy of service excellence that is strengthened by over a decade of industry expertise – with many leaders having spent the majority of their careers in the industry. Our organization was built over the last decade by some of the most trusted names in commercial security that include ADT Commercial, Protection 1, and Red Hawk Fire & Security. In that time, we focused on providing comprehensive, scalable solutions to address unique needs of mid-market, national and large-scale organizations, and established a new industry standard for customer-driven service excellence and delivery. With GTCR's acquisition of ADT Commercial in 2023, we've now emerged as an innovator and service excellence champion protecting commercial people, property, and assets across industries. Through our predecessor companies, we built a reputation as one of the nation's best commercial security providers, with decades of experience and a proven record of excellence in customer service.

Today, we are Everon. We are ever focused on being game-changers and innovators, breaking new ground to propel the industry forward with a customer-focused approach to optimizing your security and life safety ecosystem. We are ever committed to being the dedicated partner and security advisor you can trust.

Everon is committed to protecting your organization at every level. Engaging with us gives you access to an industry-leading range of security, fire, and life safety offerings, backed by our state-of-the-art, national-scale 24/7/365 monitoring infrastructure. And it means you will benefit from our commitment to innovation: Ongoing investment in new technologies and new capabilities, including cutting-edge technology in unique applications, AI-powered solutions, enterprise-level systems for complex environments, and much more.

Our commitment to our customers is based on a foundational principle: We commit to the protection of your facilities and assets as though they are our own. And we respond to your dedication to your people's safety with our own tenacity. We consistently deliver a great customer experience—making us a trusted

300,000+
Customer Locations

100+
Locations with Local
Leadership

2,300+
Technicians

2
Company-Owned UL Listed
Monitoring and Operations
Centers



partner across industries and solutions. Our experienced security, fire, and life safety experts, paired with our innovative approach to providing best-in-class service, allow us to deliver exceptional customer service across your enterprise, whether you have one location or 1,000.

Our specialized commercial team members have deep technical knowledge, complex design skillsets, and multiple enterprise-level technology, security, and fire certifications. Our Integrated Solutions team provides design development oversight, technical support and engineering, and cross-discipline project management for your complex commercial environments. Our National Fire & Life Safety Team provides fire alarm, sprinkler, and suppression system expertise from NICET and NFPA certified specialists; voice evacuation and mass notification solutions; and in-house system design-build services. The experts at our Network Operations Center design, deploy, and manage security networks, as well as provide hosted infrastructure (IaaS), cloud device health and environmental monitoring, and managed administrative services. And our industry experts have decades of specialized experience and in-depth understanding of the unique solutions and technologies needed to address your specific business challenges.

We know standard, off-the-shelf solutions don't work for leading-edge, complex organizations. We can help you build a flexible and customizable security, fire, and life safety program to meet your unique business challenges, and to help protect your people, property, and assets—while minimizing risk to your organization. We aim to build customer-driven partnerships by helping identify the products and services that work best for your business needs and meet your security, fire, and life safety objectives in the most effective manner. Building solutions to meet your enterprise-level objectives is our specialty—we'll help you find the best combination of products and services from our comprehensive suite of security, fire, and life safety technologies to cover your locations inside and out.

1.2 Our Guiding Principles

- **Customers Are Our True North:** We know that our reputation is based on how we serve our customers.
- **Our People Are the Difference:** We strive to be the best technically trained team in the business.
- **Dedicated to Commercial:** We are purposefully built to serve the integrated security, fire, and life safety needs of our customers.
- **One Ideal Partner:** We are a full-service national company with nimble local delivery teams.

Camera Licenses

Site Information: FARRAGUT CITY HALL, 11408 Municipal Center Dr., FARRAGUT, TN 37934

Scope of Work:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

INSTALL 22 CAMERA LICENSES 5 YEAR

INSTALL 1 LPR LICENSE 5 YEAR

INSTALL 2 LICENSES FOR READERS VIDEO

Equipment List:

Quantity	Description	Unit Amount	Extended Amount
2	*** (Town of Farragut) Cloud Video Storage: 30 Days, Per Camera	\$725.60	\$1,451.20
1	Ava LPR license - 5 Year. Annual LPR license subscription, p	\$1,595.43	\$1,595.43
22	Ava Aware License 5 Year Subscription to Ava Aware Cloud, per camera. Real-time video-analytics. Including 30 days cloud storage.	\$644.18	\$14,171.96
Sub Total Equipment Cost:			\$17,218.59

Summary of Charges for: Camera Licenses		
Installation Price		\$17,218.59
Total Annual Recurring Services Charges		\$0.00
Schedule of Values	Manual	Manual Schedule of Values/Milestone Billing
Proposal pricing is valid for 30 days		

Access Control Licenses

Site Information: FARRAGUT CITY HALL, 11408 Municipal Center Dr., FARRAGUT, TN 37934

Scope of Work:

The terms and conditions of OMNIA Partners Master Contract R220701 “Facility Technology Integration & Security System Services” apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

INSTALL 25 ENTERPRISE ACCESS CONTROL LICENSES 5 YEAR

Equipment List:

Quantity	Description	Unit Amount	Extended Amount
1	Enterprise pack of 25 5yrs	\$19,349.46	\$19,349.46
Sub Total Equipment Cost:			\$19,349.46

Summary of Charges for: Access Control Licenses			
Installation Price		\$19,349.46	
Total Annual Recurring Services Charges		\$0.00	
Schedule of Values		Manual	Manual Schedule of Values/Milestone Billing
Proposal pricing is valid for 30 days			

Investment Summary

Summary of Charges for: Camera Licenses	
Total Installation Price	\$15,767.39
Total Monthly Recurring Services Charges	\$0.00
Proposal pricing is valid for 30 days	

Summary of Charges for: Access Control Licenses	
Total Installation Price	\$19,349.46
Total Monthly Recurring Services Charges	\$0.00
Proposal pricing is valid for 30 days	

Total Proposal Option	
Installation Price	\$35,116.85
Total Annual Recurring Services Charges	\$0
Proposal pricing is valid for 30 days	

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director, Town Recorder

SUBJECT: Approval of Purchases from SHI Corp. for Town Hall Network Equipment though Omnia Contract #2018011-02

INTRODUCTION: The purpose of this agenda item is to approve the purchase of network equipment for Town Hall from SHI Corp., through Omnia Contract #2018011-02.

DISCUSSION: The purchase of the network equipment is necessary for communications and operations for town staff once the renovations of town hall are completed. The purchase will include a firewall, wireless access points, battery backups, and network switches. The network equipment will be installed and configured by the Town’s managed service provider, TenHats.

FINANCIAL SECTION: ARPA Fund-Town Hall Building Improvements

Account Number: 316-41830-9210			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures & Contracts to Date</u>	<u>Remaining Amount</u>
\$4,000,000	\$34,051.46	\$3,684,894.29	\$281,054.25
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Allison Myers, Finance Director, Town Recorder

PROPOSED MOTION: To approve the purchases from SHI Corp. for Town Hall Network Equipment though Omnia Contract #2018011-02 in the amount of \$34,051.46.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Pricing Proposal
Quotation #: 25600405
Created On: 12/3/2024
Valid Until: 12/20/2024

TN-Town of Farragut

Travis Ramsey

11408 Municipal Center Dr
Farragut, TN 37934
United States
Phone: (865) 966-7057
Fax:
Email: tramsey@townoffarragut.org

Inside Account Executive

Jordan Brozas

290 Davidson Ave,
Somerset, NJ 08873
Phone: 800-527-6389
Fax:
Email: jordan_broz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Vertiv Liebert GXT5 UPS - 2000VA/1800W 120V ,Online Double Conversion Rack Tower Energy Star (GXT5-2000LVRT2UXL) Vertiv - Part#: GXT5-2000LVRT2UXL Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	3	\$1,657.15	\$4,971.45
2 Vertiv Liebert IntelliSlot RDU101 - Network Card ;Remote Management Adapter Vertiv - Part#: RDU101 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	3	\$255.68	\$767.04
3 FortiAP-231G 5 Year FortiCare Premium Support Fortinet - Part#: FC-10-PD20:D27 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	12	\$145.16	\$1,741.92
4 FortiGate-100F Hardware plus 5 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP) Fortinet - Part#: FG-100F-BDL-950-60 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	1	\$6,635.61	\$6,635.61
5 FortiSwitch-248E-FPOE Layer 2/3 FortiGate switch controller compatible PoE+ switch with 48 x GE RJ45 ports, 4 x GE SFP, with automatic Max 740W POE output limit Fortinet - Part#: FS-248E-FPOE Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	3	\$1,928.39	\$5,785.17
6 FortiSwitch-248E-FPOE 5 Year FortiCare Premium Support Fortinet - Part#: FC-10-W248E-247-02-60 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	3	\$1,160.91	\$3,482.73
7 FortiSwitch-148F-FPOE Layer 2 FortiGate switch controller compatible PoE+ switch with 48x 1G RJ45 with PoE+ and 4x 10G/1G SFP+/SFP ports and 1x RJ45 console port. Max 740W PoE output limit.	3	\$1,542.59	\$4,627.77

Fortinet - Part#: FS-148F-FPOE
Contract Name: OMNIA Partners - IT Solutions
Contract #: 2018011-02

8	FortiSwitch-148F-FPOE 5 Year FortiCare Premium SupportProduct stocked by manufacturer. Fortinet - Part#: FC-10-148FF-247-02-60 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	3	\$928.66	\$2,785.98
9	FortiAP-231G Indoor Wireless AP - Tri radio (Wi-Fi-6E IEEE 802.11ax Tri-band 2.4/5/6GHz and dual 5G operation 2+2+2 2 streams 3 radios) [Note: 6GHz band not available in all regulatory domains], internal antennas, 1x10/100/10 Fortinet - Part#: FAP-231G-A Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	12	\$239.09	\$2,869.08
10	1GE SFP LX transceiver module 1 GE SFP transceiver module, long range 10km, LC connector, SMF, 1310nm, -40C to 85C, for systems with SFP/SFP+ slots Fortinet - Part#: FN-TRAN-LX Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	4	\$77.90	\$311.60
11	10GBASE-CU SFP+ Passive Twinax Cable Assembly 1m Fortinet Compatible TAA Compliant ENET Solutions - Part#: FN-CABLE-SFP+1-ENC Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	3	\$24.37	\$73.11
			Total	\$34,051.46

Additional Comments

Please Note: Vertiv has a zero returns policy.
Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Senior Project Manager

SUBJECT: Approval of Town Hall Construction Contract Change Order #1 with Wright Construction

INTRODUCTION: The purpose of this agenda item is to approve the Contract Change Order #1 with Wright Construction for the Town Hall Renovations.

BACKGROUND: The original bid price was \$2,999,700.00. With any remodeling project there will be some unseen and unanticipated cost. The building is 34 years old, which means the building needs to be brought to today’s building code standards.

DISCUSSION: The Board granted permission for the Town Administrator to approve up to \$25,000.00. The change orders need board approval because the cost will exceed the authorized amount. The following is a list of the change orders:

PCO 16 Fire rated hard ceiling in the receptions area upstairs.	\$1,321.00
PCO 19 Electrical and Data expansion in room 106.	\$5,187.00
PCO 28 Modify the restroom to make the stairwell fit in the rotunda.	\$4,966.00
PCO 34 Replace all glass panels that have lost their Thermopane seal.	\$9,484.00
PCO 35 Finish the flooring in two (2) storage closets.	\$2,191.00
PCO 37R Upgrade the entire fire alarm and life safety system.	<u>\$87,683.00</u>
Total	\$110,832.00

Staff recommends approval of the change orders in the amount of \$110,832.00 above the contract price of \$2,999,700.00. The new contract with these changes will be \$3,110,532.00.

FINANCIAL SECTION: ARPA Fund-Town Hall Building Improvements

Account Number: 316-41830-9210			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures & Contracts to Date</u>	<u>Account Balance</u>
\$4,000,000	\$110,832	\$3,718,945.75	\$170,222.25
Approved By: A. Myers			

RECOMMENDATION BY: Senior Project Manager, Bud McKelvey for approval.

PROPOSED MOTION: Approval of change orders in the amount of \$110,832.00 in contract #2024-07 Farragut Town Hall Interior Renovations. The new contract amount will be \$3,110,532.00

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>CAIN</u>	<u>WHITE</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



PCO #: 16

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

03-29-2024

Project: 21049 - Farragut Town Hall Interior Renovations

Re: Add 1 hour rate hard lid a room 201 per revision 6

Susan Davis,

We respectfully submit a cost of \$1,321.00 to frame new hard lid a reception room 201 per revision 6 plans sheet A210 detail 3.

This pricing is based on the work being performed at the same time as the rest of the work in this phase.

This change will add ____0____ days to the schedule.

Please feel free to contact me if you have any questions or require additional information.

Thank you,

Mike Stephenson

Accepted _____ Date _____
Town of Farragut

PRICE SUMMARY

Project Number: 2306	Project Name: Farragut Town Hall Interior Renovations
----------------------	---

Name of General contractor:	Wright Contracting, Inc.
-----------------------------	--------------------------

Description:	Add 1hr hardlid at room 201 per revision 6		
Proposal Number:	16	Date Itemized:	29-Mar-24
		Page	1 of 1 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Add 1hr hardlid at room 201 per revision 6	Confidance Construction	995.00
Added labor for added material at stage per revision 6	Confidance Construction	no charge

	Subtotal:	995.00
General Contractor mark-up on Subtotal:	5.0000 % =	49.75
Subtotal for General Contractor for work by subcontractors:		1,044.75
Work by General Contractor		
		243.88
Subtotal (including Subcontractors and the General Contractor):		1,289

Bond & Insurance	2.5000 % =	32
------------------	------------	----

Total:	1,321
---------------	-------

FORM FOR PRICE OF WORK

	Project Name: 2306 Farragut Town Hall Interior Renovations
--	--

Work itemized below provided by: **Wright Contracting**

Proposal Number: 16	Date Itemized: 29-Mar-24	Page 1 of 1 pages
---------------------	--------------------------	-------------------

[illegible]

Materials Subtotal	0.00	Equipment	Labor Subtotal	145.00
9.250 % Sales Tax =	0.00		39.0 % Burden =	56.55
Cost:	0.00		Cost:	201.55

Subtotal of Costs of Materials + Equipment + Labor = \$	201.55
---	--------

10% Overhead allowed on costs = \$ 20.16

Subtotal of Costs + Overhead = \$ 221.71

10% Profit allowed on Costs + Overhead = \$ 22.17

Total for this change = \$ 243.88

COMMERCIAL

RESIDENTIAL

CONFIDENCE CONSTRUCTION

Of East Tennessee, Inc.

"Build with Confidence"

865-388-1602

865-388-1603

ADDITIONAL WORK AUTHORIZATION # 4

Date: 3-27-11

Job: FARMER TOWN HALL

Contractor: WRIGHT CONTRACTING

ATTN: MICHAEL

We understand that additional work will not begin without signed authorization. We hereby agree to the specified changes and charges listed below:

CHANGES AT RECEPTION METAL FRAMING & DEMO
: DAY WALL 995.00

CHANGES AT STAGE (LOAD ONLY) N/C

Additional Charge For Above Work Is: \$ 995.00

Contractor: _____

Confidence: _____

Additional work will not begin without signed authorization. It is agreed that Confidence Construction will be compensated above price for completion of additional work. It is agreed that an executed change order will follow this authorization to finalize prior to billing.



PCO #: 19

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

04-03-2024

Project: 21049 - Farragut Town Hall Interior Renovations

Re: Provide added lighting, power and communications per Delta 6 plans

Susan Davis,

We respectfully submit a cost of \$5,187.00 to provide labor and material to provide new electrical on first floor expansion on level 1 as shown in the Delta 6 plans. Subcontractors backup attached.

This pricing is based on the work being performed at the same time as the rest of the work in this phase.

This change will add __ 0 __ days to the schedule.

Please feel free to contact me if you have any questions or require additional information.

Thank you,

Mike Stephenson

Accepted _____ Date _____
Town of Farragut

PRICE SUMMARY

Project Number: 2306	Project Name: Farragut Town Hall Interior Renovations
----------------------	---

Name of General contractor:	Wright Contracting, Inc.
-----------------------------	--------------------------

Description:	Add new lighting, power and communications per delta 6		
Proposal Number:	19	Date Itemized: 3-Apr-24	Page 1 of 1 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Add new lighting, power and communications per delta 6	McKamey Electric	4,643.29

	Subtotal:	4,643.29
General Contractor mark-up on Subtotal:	5.0000 % =	232.16
Subtotal for General Contractor for work by subcontractors:		4,875.45
Work by General Contractor		
Subtotal (including Subcontractors and the General Contractor):		5,060

Bond & Insurance	2.5000 % =	127
------------------	------------	-----

Total:	5,187
---------------	-------

FORM FOR PRICE OF WORK

	Project Name: 2306 Farragut Town Hall Interior Renovations
--	--

Work itemized below provided by: **Wright Contracting**

Proposal Number: 19	Date Itemized: 3-Apr-24	Page 1 of pages
---------------------	-------------------------	-----------------

[illegible]

Materials Subtotal	0.00	Equipment	Labor Subtotal	110.00
9.250 % Sales Tax =	0.00		39.0 % Burden =	42.90
Cost:	0.00	Cost:	0.00	Cost:
				152.90

Subtotal of Costs of Materials + Equipment + Labor = \$	152.90
---	--------

10% Overhead allowed on costs = \$ 15.29

Subtotal of Costs + Overhead = \$	168.19
-----------------------------------	--------

10% Profit allowed on Costs + Overhead = \$ 16.82

Total for this change = \$ 185.01

CONTRACT CHANGE NOTICE

McKamey Electric

108 E. Centre Stage Business Park
Clinton, TN 37716

Client Address:

Wright Contracting

Contact: Mike Stephenson
1116 Farrington Drive
Knoxville, TN 37923

CCN #**Date:****Project Name:****Project Number:****Page Number:****CCN#5**

3/26/2024

Farragut Town Hall - Interior Renovations

Farragut Town Hall - Interior Renovations

1

Site Address:

Farragut Town Hall

11408 Municipal Center Dr
Farragut, TN 37934

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within **10** days from the date of receipt.

We request a time extension of **3** days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN # CCN#5**.

Job (CCN) Description

Farragut Town Hall Revision 6 Change Order

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" CONDUIT - EMT	100	85.00	C	85.00	5.00	C	6.25
3/4" CONN COMP STL - EMT	2	65.00	C	1.30	7.00	C	0.18
3/4" COUPLING COMP STL - EMT	10	75.00	C	7.50	7.00	C	0.88
3/4" HEAVY CONDUIT HANGER	13	2.00	E	26.00	0.28	E	4.55
#14 THHN BLACK	450	100.00	M	45.00	5.00	M	2.81
#12/2C SOLID CABLE MC - STL ARMOR	210	600.00	M	126.00	17.40	M	4.57
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	24	85.00	C	20.40	10.00	C	3.00
1-H STRAP #14/2 & #12/2	27	10.00	C	2.70	3.00	C	1.01
WIRE CONN YEL	21	17.00	C	3.57	3.40	C	0.89
WIRE CONN RED	33	22.00	C	7.26	3.40	C	1.40
4x 2 1/8" SQ BOX COMB KO	11	125.00	C	13.75	18.00	C	2.48
4" SQ 1G PLSTR RING 5/8" RISE	4	65.00	C	2.60	2.50	C	0.13
4" SQ BLANK COVER	7	45.00	C	3.15	2.50	C	0.22
GROUND SCREW W/ INSUL #12 LEAD	4	80.00	C	3.20	6.00	C	0.30
1/4" FLAT WASHER - PLTD STL	28	2.00	C	0.56	0.70	C	0.24
1/4x 4 TGL BOLT SPRING WING P/H	14	37.00	C	5.18	9.00	C	1.58
#6x 3/4 P/H SELF-TAP SCREW	39	102.00	C	39.78	2.40	C	1.17
#12 CEILING WIRE	50	15.00	C	7.50	2.00	C	1.25
H23 SQ BOX MTG BRKT	2	230.00	C	4.60	6.25	C	0.16
1G DECORATOR PLATE - 302 S/S	4	120.00	C	4.80	5.00	C	0.25
OCCUPANCY SENSOR - WALL	2	0.01	E	0.02	0.80	E	2.00
20A 125V DUP REC - GFCI IVY	2	53.00	E	106.00	18.00	C	0.45
#14 WIRE CONTROL TERM	8	0.01	E	0.08	0.12	E	1.20
2' x 4' FLANGE TYPE	3	0.01	E	0.03	1.15	E	4.31
6" RCSD DOWNLIGHT	4	0.01	E	0.04	1.25	E	6.25
#18/3C - 6' FIXTURE WHIP	7	6.00	E	42.00	25.00	C	2.19
Totals	1,079			558.02			49.70

General Materials

558.02

FIXTURES & SENSORS ADD

800.00

Material Tax

(@ 9.250 %)

125.62

Total Material

1,483.64

ORIGINAL

CONTRACT CHANGE NOTICE

McKamey Electric
 108 E. Centre Stage Business Park
 Clinton, TN 37716

CCN #
Date:
Project Name:
Project Number:
Page Number:

CCN#5
 3/26/2024
 Farragut Town Hall - Interior Renovations
 Farragut Town Hall - Interior Renovations
 2

ELECTRICIAN	(49.70 Hrs @ \$47.36)	2,353.79
Total Labor		2,353.79
Subtotal		3,837.43
Overhead	(@ 10.000 %)	383.74
Markup	(@ 10.000 %)	422.12
Final Amount		\$4,643.29



Michael Stephenson <mstephenson@wrighttn.com>

Farragut Town Hall-CCN#5 Breakdown

1 message

Keith Deford <kdeford@mckameyelectric.com>

Thu, Apr 4, 2024 at 1:10 PM

To: Michael Stephenson <mstephenson@wrighttn.com>

Cc: Devin Moore <dmoore@mckameyelectric.com>, Gary Light <glight@mckameyelectric.com>

Please see the attached breakdown as requested per our conversation earlier.

When we spoke earlier, I was trying to explain that there were deducts but when the change order prints it only shows the delta.

Hope this helps and you have a better understanding.

The drawings were compared and the change order we submitted only included the delta of the adds/deducts.

Please see if you can get the architect's approval as soon as possible so we can get the fixtures ordered.

Thanks for your help and have a great afternoon!

Thanks,

Keith DeFord

Project Manager/Estimator

Direct 865-269-5374

Mobile 865-722-9357

kdeford@mckameyelectric.com

<http://www.mckameyelectric.com>



Faragut Delta 5 & 6 CCN Breakdown.xlsx
14K

DESCRIPTION	QTY	MAT\$	LABOR HRS	DELTA 5/6
3/4" CONDUIT - EMT	100	\$ 85.00	6.25	DELTA-6
3/4" CONN COMP STL - EMT	2	\$ 1.30	0.18	DELTA-6
3/4" COUPLING COMP STL - EMT	10	\$ 7.50	0.88	DELTA-6
3/4" HEAVY CONDUIT HANGER	13	\$ 26.00	4.55	DELTA-6
#14 THHN BLACK	450	\$ 45.00	2.81	DELTA-6
#12/2C SOLID CABLE MC - STL ARMOR	210	\$ 126.00	4.57	DELTA-6
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	24	\$ 20.40	3	DELTA-6
1-H STRAP #14/2 & #12/2	27	\$ 2.70	1.01	DELTA-6
WIRE CONN YEL	-24	\$ (4.08)	-1.02	DELTA-6
WIRE CONN YEL	45	\$ 7.65	1.91	DELTA-6
WIRE CONN RED	-24	\$ (5.28)	-1.02	DELTA-6
WIRE CONN RED	57	\$ 12.54	2.4	DELTA-6
4x 2 1/8" SQ BOX COMB KO	-8	\$ (10.00)	-1.8	DELTA-6
4x 2 1/8" SQ BOX COMB KO	23	\$ 26.35	4.41	DELTA-6
4" SQ BLANK COVER	-8	\$ (3.60)	-0.25	DELTA-6
4" SQ BLANK COVER	15	\$ 6.75	0.47	DELTA-6
GROUND SCREW W/ INSUL #12 LEAD	4	\$ 3.20	0.3	DELTA-6
1/4" FLAT WASHER - PLTD STL	-32	\$ (0.64)	-0.28	DELTA-6
1/4" FLAT WASHER - PLTD STL	60	\$ 1.20	0.52	DELTA-6
1/4x 4 TGL BOLT SPRING WING P/H	-16	\$ (5.92)	-1.8	DELTA-6
1/4x 4 TGL BOLT SPRING WING P/H	30	\$ 11.10	3.38	DELTA-6
#6x 3/4 P/H SELF-TAP SCREW	39	\$ 39.78	1.17	DELTA-6
#12 CEILING WIRE	-40	\$ (6.00)	-1	DELTA-6
#12 CEILING WIRE	90	\$ 13.50	2.25	DELTA-6
H23 SQ BOX MTG BRKT	2	\$ 4.60	0.16	DELTA-6
1G DECORATOR PLATE - 302 S/S	4	\$ 4.80	0.25	DELTA-6
OCCUPANCY SENSOR - WALL	2	\$ 0.02	2	DELTA-6
GFI OUTLET	2	\$ 106.00	0.45	DELTA-5
#14 WIRE CONTROL TERM	8	\$ 0.08	1.2	DELTA-6
2' x 4' FLANGE TYPE	3	\$ 0.03	4.31	DELTA-6
6" RCSD DOWNLIGHT	-8	\$ (0.08)	-12.5	DELTA-6
6" RCSD DOWNLIGHT	12	\$ 0.12	18.75	DELTA-6
#18/3C - 6' FIXTURE WHIP	-8	\$ (48.00)	-2.5	DELTA-6
#18/3C - 6' FIXTURE WHIP	15	\$ 90.00	4.69	DELTA-6
	TOTAL ADDS	\$ 641.62	71.87	
	DEDUCTS	\$ (83.60)	-22.17	
	DIFFERENCE-CHANGE ORDER	\$ 558.02	49.7	



PCO #: 28

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

07-10-2024

Project: 21049 - Farragut Town Hall Interior Renovations

Re: Restroom renovations at new stair location

Susan Davis,

We respectfully submit a cost of \$4,966.00 to do the renovations to the existing restroom 127 as required by the new stair layout. The existing stairs cleared above this area but with the added stair landing for ADA it now "clips" it and will need to be torn out and modified.

There will be some tile repairs in the restroom, there has been talk of the owner having stock or Cope to contact Holston (original installer) to see if they can provide a spec and we'll check on availability. At this time the contractor can not guarantee a tile match.

This pricing is based on the work being performed at the same time as the rest of the work in this phase.

This change will add __ 0 __ days to the schedule.

Please feel free to contact me if you have any questions or require additional information.

Thank you,

Mike Stephenson

Accepted _____ Date _____
Town of Farragut

PRICE SUMMARY

Project Number: 2306	Project Name: Farragut Town Hall Interior Renovations		
Name of General contractor: Wright Contracting, Inc.			
Description:	Demo and rebuild ceiling/soffit in restroom		
Proposal Number:	28	Date Itemized:	10-Jul-24
		Page	1 of 1 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances

	Subtotal:	0.00
General Contractor mark-up on Subtotal:	5.0000 % =	0.00
Subtotal for General Contractor for work by subcontractors:		0.00
Work by General Contractor		
Subtotal (including Subcontractors and the General Contractor):		4,844

Bond & Insurance	2.5000 % =	122
------------------	------------	-----

Total:	4,966
---------------	-------

FORM FOR PRICE OF WORK

	Project Name: 2306 Farragut Town Hall Interior Renovations
--	--

Work itemized below provided by: Wright Contracting
--

Proposal Number: 28	Date Itemized: 10-Jul-24	Page 1 of pages
---------------------	--------------------------	-----------------

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
				0.00				0.00				0.00
Demolition				0.00				0.00	16.00	hr	37.00	592.00
Reframing and drywall repairs	1	ls	200.00	200.00				0.00	28.00	hr	37.00	1,036.00
Paint				0.00				0.00	3	hr	35.00	105.00
Retile walls and soffits	1.0	ls	280.00	280.00				0.00	16	hr	37.00	592.00
Project management				0.00				0.00	2	hr	55.00	110.00
Dumpster N/C				0.00				0.00				0.00
Protection of existing included				0.00				0.00				0.00
Delta 8 plan repo for city required on site set	1	ls	86.53	86.53				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00

Materials	Subtotal	566.53	Equipment			Labor	Subtotal	2,435.00
	9.250 % Sales Tax =	52.40					39.0 % Burden =	949.65
	Cost:	618.93		Cost:	0.00		Cost:	3,384.65

Subtotal of Costs of Materials + Equipment + Labor = \$ **4,003.58**

10% Overhead allowed on costs = \$ **400.36**

Subtotal of Costs + Overhead = \$ **4,403.94**

10% Profit allowed on Costs + Overhead = \$ **440.40**

Total for this change = \$ 4,844.34

Authorized Reseller of KIP & Canon Large Format Equipment, Supplies, and Service



PCO #: 34

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

11-08-2024

Project: 21049 - Farragut Town Hall Interior Renovations

Re: Replace compromised exterior glass pains

Susan Davis,

We respectfully submit a cost of \$9,484.00 to furnish and install 50 each exterior pieces of glass that have been "blue taped" by Bud and Alexei.

This pricing is based on the work being performed at the same time as the rest of the work in this phase.

This change will add __ 0 __ days to the schedule.

Please feel free to contact me if you have any questions or require additional information.

Thank you,

Mike Stephenson

Accepted _____ Date _____
Town of Farragut

PRICE SUMMARY

Project Number: 2306	Project Name: Farragut Town Hall Interior Renovations
----------------------	---

Name of General contractor:	Wright Contracting, Inc.
-----------------------------	--------------------------

Description:	Replace 50each exterior copremized glass pains
--------------	--

Proposal Number:	34	Date Itemized:	8-Nov-24	Page	1	of	1	pages
------------------	----	----------------	----------	------	---	----	---	-------

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Replace 50 each exterior glass pains	Skyline Glass and Glazing	8,474.00
Add the cost delta to upgrade 8 of them tempered	Skyline Glass and Glazing	197.00
ACS plan reproduction for field set as required by city	ACS Repo	140.60
	Project manger	N/A

Subtotal:	8,811.60
General Contractor mark-up on Subtotal: 5.0000 % =	440.58
Subtotal for General Contractor for work by subcontractors:	9,252.18

Work by General Contractor	
	0.00

Subtotal (including Subcontractors and the General Contractor):	9,252
---	-------

Bond & Insurance	2.5000 % =	232
------------------	------------	-----

Total:	9,484
---------------	--------------



Michael Stephenson <mstephenson@wrighttn.com>

RE: Farragut glass quote

1 message

Robert Velasquez <robv@tennskylineglass.com>

Thu, Nov 7, 2024 at 3:27 PM

To: Alexei Mattson <amattson@wrighttn.com>, Michael Stephenson <mstephenson@wrighttn.com>

Assuming none will require being tempered...

$$22.50 + \text{tax} : 20\% \quad 245880 \times 81966$$

Glass is 115.70 each

Install is \$42.50 each

So with tax...

Total : \$169.48 each x 50 = \$8474.00

ADD FOR 8 TEMPERED

From: Alexei Mattson <amattson@wrighttn.com>

Sent: Thursday, November 7, 2024 2:36 PM

To: Robert Velasquez <robv@tennskylineglass.com>; Michael Stephenson <mstephenson@wrighttn.com>

Subject: Farragut glass quote

Good afternoon robert,

Could you please give us a price for the replacement of 50 of the standard size insulated glass units. These will all be accessible from a ladder or at ground level. Please quote for the material plus installation, you can dispose of the failed units in my dumpster on site. The customer has walked through and blue taped all units they would like to replace.

Thank you

$$169.48 \times 50 \text{ EA} = 8,474$$

DELTA ADD FOR 8th TEMPERED 197DELTA 9
\$ 140⁶⁰

Alexei Mattson

Superintendent

1116 Farrington Dr.

Knoxville, TN 37923

P: 865.364.2810

F: 865.321.8380

E: amattson@wrighttn.com

W: wrighttn.com

~~2870~~
54 pan-

94841



Michael Stephenson <mstephenson@wrighttn.com>

RE: Farragut glass quote

1 message

Robert Velasquez <robv@tennskylineglass.com>
To: Michael Stephenson <mstephenson@wrighttn.com>

Fri, Nov 8, 2024 at 9:07 AM

If it is tempered add \$22.50 to the material price

From: Michael Stephenson <mstephenson@wrighttn.com>
Sent: Friday, November 8, 2024 8:29 AM
To: Alexei Mattson <amattson@wrighttn.com>
Cc: Robert Velasquez <robv@tennskylineglass.com>
Subject: Re: Farragut glass quote

Robert, please give the delta add for a tempered please.

Mike Stephenson

Project Manager

1116 Farrington Dr.

Knoxville, TN 37923

P: 865.437.7646

F: 865.321.8380

E: mstephenson@wrighttn.com

W: wrighttn.com



On Fri, Nov 8, 2024 at 8:14 AM Alexei Mattson <amattson@wrighttn.com> wrote:

Good morning,

A total of 8 units are next to a door. None are at ground level

Thanks



P.O. Box 31748
Knoxville, TN 37930
Office: 865-675-3020
Fax: 865-675-3070

Date	Invoice #
9/19/2024	77676

Wright Contracting
1116 Farrington Dr.
Knoxville, TN 37923

Wright Contracting
1116 Farrington Dr.
Knoxville, TN 37923
EMAIL INVOICES/ STATEMENTS

Project Name: *Farragut Town Hall*

Project Number:

P.O. #	<i>Terms</i>	<i>Rep</i>	<i>Ship</i>	<i>Via</i>	<i>Ordered By</i>
	<i>Net 30</i>	<i>RWJ</i>	<i>9/19/2024</i>	<i>Pick-Up</i>	<i>Mike Stephens</i>

<i>Quantity</i>	<i>Item Code</i>	<i>Description</i>	<i>Price Each</i>	<i>Amount</i>
78	Print - 24x36	Prints - 24x36	1.65	128.70T

As always thank you very much for your business!

We gladly accept credit cards.

Invoices over 30 days are subject to a finance charge of 5.0%

Please sign to acknowledge receipt: X

Subtotal	\$128.70
Sales Tax (9.25%)	\$11.90
Total	\$140.60
Payments/Credits	\$0.00
Balance Due	\$140.60

Authorized Reseller of KIP & Canon Large Format Equipment, Supplies, and Service

PCO #: 35

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

11-13-2024

Project: 21049 - Farragut Town Hall Interior Renovations

Re: Add LVP and base at rooms 121 & 254

Susan Davis,

We respectfully submit a cost of \$2,191.00 to furnish and install new flooring and base in rooms 121 & 254.

This pricing is based on the work being performed at the same time as the rest of the work in this phase.

This change will add __ 0 __ days to the schedule.

Please feel free to contact me if you have any questions or require additional information.

Thank you,

Mike Stephenson

Accepted _____ Date _____
Town of Farragut

PRICE SUMMARY

Project Number: 2306	Project Name: Farragut Town Hall Interior Renovations
----------------------	---

Name of General contractor:	Wright Contracting, Inc.
-----------------------------	--------------------------

Description:	Remove and replace carpet and base in rooms 121 & 254
--------------	---

Proposal Number:	35	Date Itemized:	13-Nov-24	Page	1	of	1	pages
------------------	----	----------------	-----------	------	---	----	---	-------

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Provide carpet and base in rooms 121 & 254	Henson Flooring	1,980.00
	Project manager 1 hour at \$55	55.00

Subtotal:	2,035.00
General Contractor mark-up on Subtotal: 5.0000 % =	101.75
Subtotal for General Contractor for work by subcontractors:	2,136.75
Work by General Contractor	
	0.00

Subtotal (including Subcontractors and the General Contractor):	2,137
---	-------

Bond & Insurance	2.5000 % =	54
------------------	------------	----

Total:	2,191
---------------	-------

We reserve the right to withdraw the proposal if not accepted in Thirty (30) Days; Material availability and price subject to change

PCO #: 37R

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

12-04-2024

Project: 21049 - Farragut Town Hall Interior Renovations

Re: Upgrade the complete fire alarm system

Susan Davis,

We respectfully submit a cost of \$87,683.00 to completely revamp the existing fire alarm system so the entire system is compatible.

This costs will cover the entire fire life safety alarm, all devices and duct detectors, 100% complete and approved/pass fire marshall inspection, no other costs will be incurred.

This now also includes replacing 10 existing duct detectors and add 2 new duct detectors.

This pricing is based on the work being performed at the same time as the rest of the work in this phase.

This change will add 17 days to the schedule.

Please note, if all goes well we may not need the time, and I am not adding additional supervision costs but for this added scope of work I require these days as protection from incurring LD's.

Please feel free to contact me if you have any questions or require additional information.

Thank you,

Mike Stephenson

Accepted _____ Date _____
Town of Farragut

PRICE SUMMARY

Project Number: 2306	Project Name: Farragut Town Hall Interior Renovations
----------------------	---

Name of General contractor:	Wright Contracting, Inc.
-----------------------------	--------------------------

Description:	Upgrade existing fire alarm			
Proposal Number:	37R	Date Itemized:	5-Dec-24	Page 1 of 1 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Upgrade existing fire alarm and add 6 duct detectors	McKamey Electric	79,689.00
Replace 10 existing duct detectors with 10 new detectors provided by McKamey included	Del Air	1,430.99
Install 2 new detectors at units with out existing detectors	Del Air	350.00
Provide 2 new duct detectors to Del Air to install	McKamey	N/C
Added supervision	Wright	N/C
Added project management	Wright	N/C

Subtotal:		81,469.99
General Contractor mark-up on Subtotal:	5.0000 % =	4,073.50
Subtotal for General Contractor for work by subcontractors:		85,543.49
Work by General Contractor		
		0.00

Subtotal (including Subcontractors and the General Contractor):	85,543
---	--------

Bond & Insurance	2.5000 % =	2,140
------------------	------------	-------

Total:	87,683
---------------	---------------

CONTRACT CHANGE NOTICE

McKamey Electric

108 E. Centre Stage Business Park
Clinton, TN 37716

Client Address:

Wright Contracting

Contact: Mike Stephenson
1116 Farrington Drive
Knoxville, TN 37923

CCN #

Date:

Project Name:

Project Number:

Page Number:

CCN#22

11/20/2024

Farragut Town Hall - Interior Renovations

Farragut Town Hall - Interior Renovations

1

Site Address:

Farragut Town Hall

11408 Municipal Center Dr
Farragut, TN 37934

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN # CCN#22**.

Job (CCN) Description

Farragut Town Hall-RFP-006 Fire Alarm Add

Itemized Breakdown

FIRE ALARM		68,994.12
Total Material		68,994.12
Subtotal		68,994.12
Overhead	(@ 10.000 %)	6,899.41
Markup	(@ 5.000 %)	3,794.68
Final Amount		\$79,689.00

ORIGINAL



Michael Stephenson <mstephenson@wrighttn.com>

FW: FW: Farragut Town Hall Int. Reno. project #2024-07 fire alarm

1 message

Keith Deford <kdeford@mckameyelectric.com>

Mon, Nov 25, 2024 at 10:40 AM

To: Michael Stephenson <mstephenson@wrighttn.com>, "amattson@wrighttn.com" <amattson@wrighttn.com>

Cc: Devin Moore <dmoore@mckameyelectric.com>, Gary Light <glight@mckameyelectric.com>

Please see below.

From: Mark Garland <mark.garland@jci.com>**Sent:** Monday, November 25, 2024 10:39 AM**To:** Keith Deford <kdeford@mckameyelectric.com>**Subject:** RE: FW: Farragut Town Hall Int. Reno. project #2024-07 fire alarm

Project: Farragut Town Hall Reno CO-FA-001 add to base project. **Scope is**
to install new devices and wire where needed. All old devices will be removed and replaced as necessary for
FA compliance to include strobing. Repair all bad and/or missing wires. Remove heat detectors from system.
Replace 4 HVAC system duct detectors to ensure compliance for HVAC shutdown. Provide design, material,
install, program, manage, test, and perform work separate from the base project. Monitoring is a separate
issue and would require a separate agreement. (The approx. installed price is \$1,500 with a 3-year agreement
for approx. \$1,100 per year.) **Area of refuge is on a separate**
quote. **This change order**
to be added to the base project

Exclusion Notes:

Not responsible for patching or painting.

All work performed normal business hours (M-F 8-5).

Lost time due to no fault of our own (locked doors, asbestos abatement) will incur additional charges.

Rental equipment is additional cost.

All conduit, boxes, pipe, raceway, and flex is by others.

Duct detectors and shutdown cables to be installed by others.

120v installed by others.

Fiber and fiber terminations is by others.

Permits and fees not specified are additional cost.

Thank you,

Mark Garland, 1-865-237-0428, Knoxville Project Manager Fire Mark.Garland@jci.com
www.johnsoncontrols.com

From: Keith Deford <kdeford@mckameyelectric.com>**Sent:** Monday, November 25, 2024 10:29



Del-Air Mechanical Contractors Inc.

135 Chickamauga Ave.

Knoxville, TN 37917

Phone: 865-525-4119

CHANGE ORDER SUMMARY SHEET

JOB NAME: Farragut Town Hall

RFP#

DWG #

DATE: 12/4/2024

JOB No.: 23-01-02150

DESCRIPTION:

Del-Air to remove and install 10 duct detectors per request of Mike Stephenson. Duct detectors and low voltage wiring to be provided by others.

	<u>RATE</u> <u>PER HOUR</u>	<u>HOURS</u> <u>REG/TIME</u>	<u>HOURS</u> <u>OVR/TIME</u>	<u>TOTAL</u>
Foreman	50.00		-	\$ -
Journeyman	45.00	8.00	-	\$ 360.00
Apprentice	35.00	8.00	-	\$ 280.00
Field Superintendent	45.00	-	-	\$ -
Truck Driver/operator	35.00	-	-	\$ -
Project Manager	75.00	1.00	-	\$ 75.00
SUBTOTAL:				\$ 715.00
PAYROLL BURDEN		53%		\$ 378.95
EXPENDABLE TOOLS AND PPE		5%		\$ 35.75
TOTAL LABOR:			SUBTOTAL	\$ 1,129.70
Delivery Truck - 2 Hour @ \$75 Per Hour				
				\$ -
TOTAL EQUIPMENT:			SUBTOTAL	
Misc Material				\$ 100.00
				\$ -
				\$ -
				\$ -
TOTAL MATERIAL:			SUBTOTAL	\$ 100.00
MATERIAL TAX:		9.25%		\$ 9.25
TOTAL LABOR, EQUIPMENT, MATERIAL & EXCAVATION:			SUBTOTAL	\$ 1,238.95
OVERHEAD: 10%				\$ 123.90
			SUBTOTAL	\$ 1,362.85
PROFIT: 5%				\$ 68.14
			SUBTOTAL	\$ 1,430.99
SUBCONTRACTOR'S COST :				\$ -
				\$ -
			SUBTOTAL	\$ -
SUBCONTRACTOR OVERHEAD:		5%		\$ -
TOTAL SUBCONTRACTOR'S COST:				\$ -
			SUBTOTAL	\$ 1,430.99
0% BONDING FEE				\$ -
0% BILLING FEE				\$ -
TOTAL COST:			TOTAL COST	\$ 1,430.99

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Contract 2025-08 with Creek Enterprises LLC for the Farragut Fiber Optic Cable Infrastructure Project

INTRODUCTION: The purpose of this agenda item is to approve the contract 2025-08, for the construction of the fiber optic infrastructure project. The project will extend and connect the fiber optic infrastructure to the following locations:

Farragut Town Hall	Farragut Community Center
Public Works, Fretz Road	Founder’s Park at Campbell Station
Anchor Park	McFee Park
Mayor Bob Leonard Park	McFee Road Property
Campbell Station Inn	Grisby Chapel Road
Add Alternate: Concord Road to Lovell Road	

In the attached map, the green lines represent the ATMS fiber project, and the purple lines will be constructed in this contract.

DISCUSSION: The Farragut fiber project consists of construction and installation of 8.070 miles of 144 strand fiber and testing of the optic communications equipment that will expand the existing fiber network. The new fiber optic cables will be spliced to existing fiber or terminated in new locations inside buildings. The project does not involve any integration of fiber optic cables with existing ethernet switches, this will be completed after the completion of this contract.

One bid was received at the opening on November 18, 2024, at 2:00 PM. Creek Enterprises LLC submitted a bid for \$1,187,654 and \$111,206.55 for the add alternate location from Concord Road to Lovell Road. Due to budget constraints, staff does not recommend including the add alternate bid in this contract.

FINANCIAL SECTION: ARPA Fund-Broadband Infrastructure

Account Number:			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures & Contracts to Date</u>	<u>Remaining Amount</u>
\$2,195,416	\$1,187,654	\$285,450	\$722,312
Approved By: A. Myers			

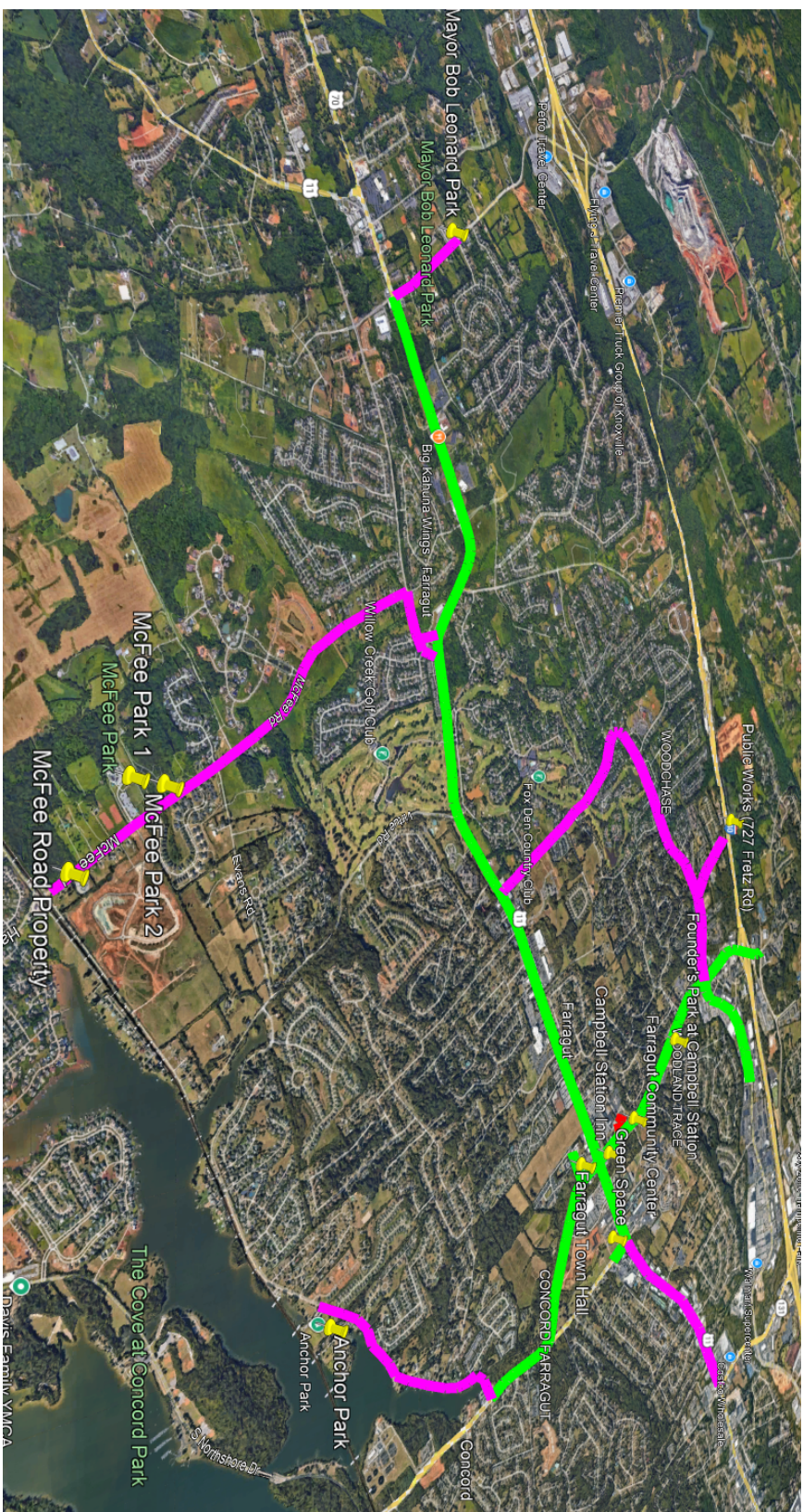
RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder, for approval.

PROPOSED MOTION: To award Contract 2025-08, Farragut Fiber Optic Cable Infrastructure Project, to Creek Enterprises LLC, in the amount of \$1,187,654.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



PROPOSAL CONTRACT

Request for Proposals #2025-08

Town:	Farragut
County:	Knox
Description Of Project:	Farragut Fiber Optic Cable Implementation
Project Length:	8.070 Miles
Completion Time:	On or Before 12 Months from Notification of Award



All Proposals Must be Submitted To:
Farragut Community Center
239 Jamestowne Blvd
Farragut, TN 37934

Deadline for Proposal Submissions: Date: November 11, 2024, Time: 1:00 PM

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name	DBA, If Applicable
Creek Enterprise Inc.	
Street Address	Phone Number
638 W. Maumee St.	517-424-6518
City, State, Zip Code	Email Address
Adrian, MI 49221	info@creekenenterprise.com
FEIN:	
02-0685190	

By: Jason Derby
City, St.: Adrian, Michigan
Surety: Hudson Insurance Company

Are quotes firm for 120 days?

Yes ☒ No ☐ Other ☐

TABLE OF CONTENTS

Instruction to Bidders	<u>Page #</u> 5
------------------------------	--------------------

Supplemental Specifications to The Standard Specifications	<u>Revision Date</u>
Supplemental Specification to Section 100.....	05/30/24
Supplemental Specification to Section 200.....	12/27/23
Supplemental Specification to Section 300.....	08/28/24
Supplemental Specification to Section 400.....	08/28/24
Supplemental Specification to Section 500.....	12/27/23
Supplemental Specification to Section 600.....	12/27/23
Supplemental Specification to Section 700.....	12/19/22
Supplemental Specification to Section 800.....	N/A
Supplemental Specification to Section 900.....	08/28/24

The above Supplemental Specifications, revised as noted, are incorporated by reference for bidding purposes and will be printed with the Contract after awards. These Supplemental Specifications may be obtained from the Department at Suite 700, James K. Pol Bldg., Nashville, Tennessee or viewed on the Department's website at <https://www.tn.gov/tdot/tdot-construction-division>.

Special Provisions.....	Special Provision Number, Regarding:	Date	<u>Page #</u>
SP01	Contract Owner	N/A	12
102B	Unbalanced Bids	02/17/15	13
102I	Employing & Contracting w/ Illegal Immigrants	10/10/16	14
102LC	TDOT Standard Specifications for Road and Bridge Construction	12/15/20	16
106A	Buy America Requirements	06/20/11	17
106B	Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment	09/10/20	19
106BA	Build America, Buy America Act Requirements	11/21/23	20
107ARPA	American Rescue Plan Act	09/04/24	23
107FP	Water Quality and Storm Water Permits	02/08/21	25
700SIG	Highway Signs, Luminaires, and Traffic Signals	07/28/21	29
1230	Equal Employment Opportunity	09/07/22	30
1231	Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)	08/07/22	36
1232	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)	06/20/22	42
1246	DBE Participation	05/30/24	45
1273	Required Contract Provisions (Federal-Aid Construction Contracts)	10/23/23	47
AA-FED RATES	Federal Wage Rates.....	01/05/24	61

	<u>Page #</u>
Proposal.....	68
Bid Form	71
Add Alternate Bid Form.....	73
Proposal Certification.....	75
Proposal Bond	76
Proposal Guarantee	78
Town of Farragut Forms.....	
Terms and Conditions.....	79
Non-Collusion Affidavit.....	86
Drug Free Workplace Affidavit	87
Contract	88
Contract Payment and Performance Bond	91
	<u>Page #</u>
Technical Specifications.....	94

ATTENTION

It shall be the bidders' responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents.

Should any omissions occur, the appropriate documents may be obtained from the TOWN OF FARRAGUT upon request.

TOWN OF FARRAGUT
INSTRUCTIONS TO BIDDERS
BIDS TO BE RECEIVED

11/11/2024

Sealed bids for the construction of the Farragut Fiber Optic Cable Implementation project will be received by the TOWN OF FARRAGUT, at **239 Jamestown Blvd., Farragut TN 37934, Attn. Allison Myers, Town Recorder**, until **1:00 PM EST, November 11, 2024**, and opened publicly at **239 Jamestown Blvd., Farragut TN 37934, at 1:00 PM EST, November 11, 2024**. The reading of the bids will begin at **1:00 PM EST**. A non-mandatory pre-bid meeting will be conducted at **11:00 AM EDT October 25, 2024**, at **239 Jamestown Blvd., Farragut TN 37934**.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Proposal Contract will be considered binding. Any reference to any Special Provision not contained within the applicable Proposal Contract shall be disregarded. All questions related to the Proposal Contract, Plans, Specifications or Special Provisions shall be directed to the Engineer, **Terrance Hill, PE at Kimley-Horn and Associates, Inc., 10 Lea Avenue, Suite 400, Nashville, TN 37210, Terrance.Hill@kimley-horn.com** (by **5:00 PM EST on November 1, 2024**). Information received from other offices of the TOWN OF FARRAGUT is strictly advisory.

IMPORTANT NOTICE TO BIDDERS:

Prospective bidders should read the following instructions carefully before submitting their bids. Special attention is called to the regulations of the TOWN OF FARRAGUT that total bids, rather than unit prices, will be read. Proposals shall be rejected as being irregular if they fail to contain a unit price for each item listed. Extensions of the various items must be sub-totaled, carried forward, and shown as a grand total following the last proposal item. All entries must be in ink.

After a bidder has deposited a proposal with the TOWN OF FARRAGUT, they can withdraw it only on written request in accordance with Subsection 102.07 of the Tennessee Department of Transportation Standard Specifications.

Any and all documents submitted to the TOWN OF FARRAGUT that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the TOWN OF FARRAGUT and the Office of Open Records Counsel.

Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and re-checked.

The TOWN OF FARRAGUT reserves the right to reject any bid proposal which is not acceptable to the parties as listed, although such bid proposal would otherwise qualify as the lowest and best bid under the Tennessee Department of Transportation Standard Specifications.

The TOWN OF FARRAGUT reserves the right to reject any or all Proposals, to waive technicalities or to advertise for new Proposals, if in the judgment of the awarding authority, the best interest of the TOWN OF FARRAGUT will be promoted thereby.

The TOWN OF FARRAGUT reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the TOWN OF FARRAGUT.

The TOWN OF FARRAGUT reserves the right to cancel the award of any Contract, at any time prior to execution of said Contract by all parties without any liability against the TOWN OF FARRAGUT.

The awarding of the contract or rejection of all proposals will be made within 60 days after the formal opening of the proposals. Upon award, a detailed letter of instructions will be forwarded along with appropriate documents to the low bidder.

The TOWN OF FARRAGUT hereby notifies all bidders, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

The TOWN OF FARRAGUT is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service.

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

The Contractor shall complete the Bid Form and the Bid Form Add Alternate. The TOWN OF FARRAGUT reserves the right to reject any and all bids on the BID FORM and/or the BID FORM ADD ALTERNATE.

PREQUALIFICATION OF BIDDERS:

Each prospective bidder and subcontractor will be required to file a document entitled "Prequalification Questionnaire." The foregoing shall be filed on a form provided by the Tennessee Department of Transportation. The form must be filled out completely, and the truth and accuracy of the information provided must be certified by a sworn affidavit signed by an officer, partner, owner or other authorized representative of the applicant who has authority to sign contracts or other legal documents on behalf of the applicant. A prospective bidder must be prequalified by and in good standing with the Tennessee Department of Transportation prior to the issuance of a proposal form. A prospective subcontractor must be prequalified by and in good standing with the Tennessee Department of Transportation prior to being approved as a

subcontractor. Each prospective bidder or subcontractor shall notify the TOWN OF FARRAGUT if there is any subsequent change in the name, organization or contact information provided.

Prospective bidders' "Prequalification Questionnaire" shall be filed with the Tennessee Department of Transportation at least fourteen (14) days prior to the date of opening bids on any letting in which the applicant intends to submit a bid to the TOWN OF FARRAGUT, or at least fourteen (14) days prior to the date on which the applicant requests approval as a subcontractor under a contract awarded by the TOWN OF FARRAGUT. Bidders intending to submit proposals consistently shall complete and submit the prequalification application annually; however, this document may be changed during such period upon submission of additional favorable reports or upon receipt by the Tennessee Department of Transportation of substantiated evidence of unsatisfactory performance. The Tennessee Department of Transportation reserves the right to request additional information and documentation to clarify and/or verify any information submitted in an applicant's prequalification application.

The prequalification form can be found at the web address
<http://www.tn.gov/tdot/section/tdot-construction-division>

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification. This proposal Contract will be marked "Void for Bidding". A contractor that has purchased a proposal contract that was marked "void for bidding" can buy another book once they are fully prequalified before the bid date.

PRE-BID MEETING

A Pre-Bid Conference will be held at the TOWN OF FARRAGUT Town Hall, at **11:00 AM EDT October 25, 2024, at 239 Jamestown Blvd., Farragut TN 37934**. All Parties interested in bidding are hereby invited to attend this meeting. Attendance is non-mandatory. The Non-Mandatory Pre-Bid meeting will be held 10/25/2024 at 11:00am via TEAMS meeting. You must register to attend. The following link is to be used for registration:
<https://events.gcc.teams.microsoft.com/event/85b82bb5-6644-4f9a-8004-93cd1c795b56@87e50c08-edf4-4682-a80f-f07bbab5dc2d>

LICENSING REQUIREMENTS

According to the types of funds used, contractor bidding requirements differ. When using Local Government funds and without any Federal funds, proposals shall be completed as described below:

Proposals shall be submitted by a bidder licensed with the Tennessee Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC) on construction contracts where the total cost is twenty-five thousand (\$25,000) or more. In accordance with T.C.A. 62-06-119, proposals and bid documents shall be prepared and administered as follows:

62-06-119. Bid documents -- Penalties.

(a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and include a

specific statement informing the invited bidder that it is necessary for such bidder to be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.

(b) The person or entity involved in the preparation of the invitation to bid or comparable bid documents, including any electronic bid documents, shall direct that the following information be written upon the bid envelope or provided within the electronic bid document:

(1) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;

(2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);

(3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or other similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall apply only to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in T.C.A. 62-06-120(b).

(f) Notwithstanding the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for willful violation of this section.

Because TDOT work classifications and the BLC licensing classifications slightly differ, the Local Government will verify only that the apparent low bidder is licensed in the general classification (e.g., Heavy Construction (HC), Highway, Railroad, Airport Construction (HRA), Specialty (S), Municipal and Utility Construction (MU), or Electrical Contracting (CE)) and not the specific subcategories of these classifications for the type of work involved in the project. This is in recognition that the prime contractor is required to complete 30% of the specific project work and may subcontract the remainder of the work.

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization) on or before twenty-one (21) days after proposals are opened.

PROPOSAL BOND

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to the TOWN OF FARRAGUT in an amount equaling not less than five percent (5%) of the amount bid. In the case of optional items in the proposals, the amount of the bidder's bond or check must be in an amount equaling not less than five percent (5%) of the total amount of the bid based on the high option.

If the bidder's bond is offered as guaranty, the bond must be on the form furnished by the TOWN OF FARRAGUT and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to the TOWN OF FARRAGUT.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the TOWN OF FARRAGUT, pending the satisfactory execution and acceptance of the contract and the contract bond.

ISSUANCE OF BIDDING DOCUMENTS

This TOWN OF FARRAGUT will provide Plans, Proposal Contracts, and Tabulations of Bids virtually. These documents can be downloaded by visiting <https://www.townoffarragut.org/Bids.aspx> or www.vendorlink.com. Tennessee Department of Transportation Standard Specifications can be found at <https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html>. Tennessee Department of Transportation Standard Drawings can be found at <https://www.tn.gov/tdot/roadway-design/standard-drawings-library.html>. Proposals will be obtainable until the time set for bid receipt.

For those electing for a hardcopy, Tennessee Department of Transportation Standard Drawing Books will be furnished by the Tennessee Department of Transportation at **\$100.00** per book plus **9.25%** sales tax, for in-state delivery. The most recent version of the Tennessee

Department of Transportation Standard Specifications for Road and Bridge Construction will be furnished by the Tennessee Department of Transportation at **\$12.00** per book plus **9.25%** sales tax, for in-state delivery. There will be a minimum charge of **\$2.00** on any purchase. All documents will be furnished without refund and transmitted at your risk.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a proposal to the TOWN OF FARRAGUT. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture proposals may be made in person or by telephone. However, the proposal for said joint venture will not be issued until the request in writing, as set forth above, is received by the TOWN OF FARRAGUT.

REJECTION OF PROPOSALS

Proposals will be rejected as irregular if prior to the formal opening of the Proposal all of the following documents have not been signed: (1) the bidder shall sign by written signature the Proposal form, (2) the bidder shall sign by written signature the Proposal Certification form, (3) the bidder shall sign by written signature the Proposal Bond form or the Proposal Guarantee, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Proposal Bond, if applicable. In addition, Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Proposal Bond. The Proposal and the Proposal Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Proposals shall be completed on the forms as issued. Proposals will be rejected as being irregular if they are not prepared on the prescribed forms; if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; or if they fail to contain a unit price for each item listed. Proposals may be rejected if any of the unit prices contained therein are mathematically unbalanced, either excessive or below the Engineer's Estimate.

Written alterations to unit prices and extensions of the various items in the bid item sheets of the Proposal or, for computer assisted bids (CAB), in the CAB program generated set of bid item sheets will not be cause for rejection of the Proposal, provided each alteration is made in ink and is initialed by a duly authorized official of the company. In case of conflict between altered unit prices or extensions thereof, the unit price in numerals will govern.

The Plans and Specifications are as much a part of the proposal form as if they were bound therein. All of the documents contained therein are part of the proposal. Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal. Proposals containing forms not issued by the TOWN OF FARRAGUT may be subject to rejection.

Proposals will be rejected as irregular if the bidder fails to acknowledge all addenda.

Proposals will be rejected as irregular when submitted by a bidder who is not prequalified and in good standing on the date of letting in accordance with Subsection 102.01 of

the Tennessee Department of Transportation Standard Specifications and Chapter 1680-5-3, Prequalification of Contractors, of the Rules of the Tennessee Department of Transportation.

Proposals will be rejected as irregular when submitted by a bidder who is not licensed according to the requirements as detailed above.

Reasonable grounds for believing that there has been collusion among the Bidders will cause a rejection of all Proposals in which the Bidders involved are interested.

ADDENDA

Addenda to the Proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection. Addenda will be available virtually at <https://www.townoffarragut.org/Bids.aspx> or www.vendorlink.com.

RETAINAGE

Effective for all contracts, the TOWN OF FARRAGUT will hold 5% retainage from each pay request.

SUBCONTRACTS

Your special attention is called to Section 105 - Control of Work, and Section 108 - Prosecution and Progress of the Tennessee Department of Transportation Standard Specifications, concerning duties of the contractor and subletting of contracts.

CHANGED CONDITIONS

Your special attention is called to Section 104.02 of the Tennessee Department of Transportation Standard Specifications, concerning changed conditions on this contract.

SUBMISSION REQUIREMENTS

Contractor shall provide all required bid documents, as specified in the proposal contract, in a sealed envelope. Sealed envelope shall be labeled with the contractor's name, contractor's address, project name "Farragut Fiber Optic Cable Implementation", and the bid opening date and time.

LIQUIDATED DAMAGES

In the event that the Contractor fails to complete the project through System Acceptance Testing and to the satisfaction of the TOWN OF FARRAGUT within the twelve-month period upon receipt of the "Notice To Proceed" issued by the TOWN OF FARRAGUT, the Contractor shall pay the TOWN OF FARRAGUT liquidated damages in the amount of \$20 per calendar day of delay for each \$100,000 of the contract price. The right to liquidated damages by the TOWN OF FARRAGUT will be in addition to any other rights or remedies set forth in this contract or applicable law. If the Contractor is delayed in completing the project by any act or omission of the TOWN OF FARRAGUT or by other causes beyond the Contractor's reasonable control, the time period shall be extended by Change Order for a reasonable time, and the Contractor shall not be liable for liquidated damages for such period of excusable delay.

SPECIAL PROVISION

REGARDING

CONTRACT OWNER

In the following Special Provisions, any and all references to the “State” or the “Department” shall be interpreted as the “Town of Farragut” when the contract owner or awarder is being identified.

S T A T E

O F

T E N N E S S E E

(Rev. 2-17-15)

January 1, 2021

SPECIAL PROVISION

REGARDING

UNBALANCED BIDS

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department or to award the Contract and limit progress payments on units of work performed on any excessively priced items to costs that are satisfactorily documented by the Contractor plus 20 percent, until 85 percent of the Contract has been completed. Upon completion of 85 percent of the Contract, the Contractor will be reimbursed in accordance with **Subsection 109.08** of the Standard Specifications for the accepted quantities of work performed on the excessively priced items.

S T A T EO FT E N N E S S E E

Rev: October 10, 2016

January 1, 2021

SPECIAL PROVISION**REGARDING****EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS**

The State shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of *Tennessee Code Annotated* §12-3-309 regarding the employment of illegal immigrants in the performance of state contracts.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the "Attestation form" provided by the Department, semi-annually during the period of this Contract.
2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.
3. The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, *Employment Eligibility Verification*, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated* § 12-3-309 for acts or omissions occurring after January 1, 2007. This law requires the Chief Procurement Officer, Department of General Services, to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a

contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For the Purposes of this policy, “illegal immigrant” shall be defined as a non-citizen who has entered the United State of America without federal government permission or stayed in this country beyond the period allowed by a federal government-issued visa authorizing the non-citizen to enter the country for specific purposes and a particular time period.

S T A T E

O F

T E N N E S S E E

(Rev. 12-15-20)

January 1, 2021

SPECIAL PROVISION

REGARDING

TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Description

Any and all references concerning the January 1, 2015 Standard Specifications for Road and Bridge Construction shall be interpreted as the January 1, 2021 Standard Specifications for Road and Bridge Construction.

STATEOFTENNESSEE

(Rev. 6-20-11)

January 1, 2021

SPECIAL PROVISIONREGARDINGBUY AMERICA REQUIREMENTS

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or \$2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

STATE**OF****TENNESSEE**

September 10, 2020

January 1, 2021

SPECIAL PROVISION**REGARDING****PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO****SURVEILLANCE SERVICES OR EQUIPMENT**

Installation of telecommunication and video surveillance equipment, services or systems shall contain no components from providers as listed in Title 2 Code of Federal Regulations (CFR) Part 200.216.

The prohibition on certain telecommunication and video surveillance services or equipment regulation in Title 2 CFR 200.216 shall apply to this contract. Take all necessary and reasonable steps in accordance with Title 2 CFR 200.216 to ensure that no prohibited telecommunication and video surveillance services or equipment are included in any of the work in this contract. As defined in Title 2 CFR 200.471, the regulation provides clarity that the telecommunications and video surveillance costs associated with Title 2 CFR 200.216 are unallowable for services and equipment from the providers.

It is prohibited from installing equipment, services, or systems that use covered telecommunications equipment or services from providers described in section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA 2019).

As described in section 889 of the NDAA 2019, "covered telecommunications equipment or services" means:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term "covered foreign country" means the People's Republic of China.

Any prohibited equipment installed must be removed and replaced at the contactor's expense with acceptable equipment.

STATE**OF****TENNESSEE**

December 12, 2022

(Rev. 9-12-23)

(Rev. 11-21-23)

January 1, 2021

SPECIAL PROVISION**REGARDING****BUILD AMERICA, BUY AMERICA ACT****REQUIREMENTS**

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

Effective 10/23/2023, the Office of Management and Budget (OMB) revised guidance in the Code of Federal Regulations (CFR) title 2 and add a new part 184 – Buy America Preferences For Infrastructure Projects and revised 200.322.

- A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.
- B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.
- C. Construction materials includes an article, material, or supply that is or consists of only one of the materials listed except as provided in 2).
 - 1) Construction materials:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - Glass (including optic glass);
 - Fiber optic cable (including drop cable);
 - Optical fiber;
 - Lumber;
 - Engineered wood; and
 - Drywall.
 - 2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Construction materials incorporated into the project must meet one of the following construction material standards to be considered “**produced in the United States**”.

- 1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- 2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- 3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- 4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- 5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- 6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- 7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- 8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

Effective August 16, 2023, with the US Department of Transportation (DOT) Office of the Secretary Docket No.: DOT-OST-2022-0124:

Waiver of Buy America Requirements for De Minimis Costs and Small Grants, decision, certain waivers to the requirements stated herein are allowed.

The BABA's domestic preferences for iron and steel, manufactured products, and construction materials used in projects funded under DOT administered financial assistance programs will not apply under a single financial assistance award for the following situations:

- 1) The total value of the noncompliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; where the "total value of the non-compliant products" does not include the value of those products subject to a separate Buy America waiver. "Total applicable project costs" are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver and the de minimis cost portion of the waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313/ 23 CFR 635.410 (b)(4), or
- 2) The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000 but this does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

The waiver does not apply to products that are the subject of two separate product-specific Buy America waivers from the Department:

- 1) For awards administered by FHWA that are subject to 23 U.S.C. 313, the waiver does not apply to electric vehicle chargers, as defined in the notice at 88 FR 10619.
- 2) For awards that are subject to 49 U.S.C. 5323(j), the waiver does not apply to mass-produced, unmodified non-ADA accessible vans and minivans with seating capacity for at least six adults not including the driver, as those terms are used in the notice at 87 FR 64534.

DOT Waiver of Buy America Requirements for De Minimis Costs requirements:

Provide certifications, documents, and calculations to the Engineer for all of the noncompliant products anticipated to be used in the project before being incorporated.

The contractor shall be responsible for all cost associated with products that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

S T A T E**O F****T E N N E S S E E**

September 4, 2024

January 1, 2021

SPECIAL PROVISION**REGARDING****AMERICAN RESCUE PLAN ACT (ARPA)**

The federal American Rescue Plan Act (ARPA) grant authorized and appropriated American Rescue Plan (ARP) fiscal recovery funds the associated provisions required for Non-Federal entity contracts. These provisions are fully detailed in Appendix II of 2 CFR 200.327 (§200.327 Contract provisions). The Contract must also comply with all applicable Federal Law, Regulations, and Executive Orders.

The Department must obtain a Minority/Women-owned Business Enterprises (MWBE) Certification and a Byrd Anti-Lobbying Amendment Certification for the ARPA funded contract.

By submitting a bid, Contractors certify the following:

1. Minority/Women Owned Business Enterprises subcontractors. It is required for the Contractor to demonstrate that when subcontractors are to be used on the project, an attempt will be made to utilize women/minority owned firms. Documentation must be on file to show who has been contacted.
2. Byrd Anti-Lobbying Amendment. 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.

S T A T E**O F****T E N N E S S E E**

(Rev. 2-8-21)

January 1, 2021

SPECIAL PROVISION**REGARDING****WATER QUALITY AND STORM WATER PERMITS****Description**

This work consists of the conditions that apply to all construction activities on the project pursuant to the following:

1. Section 404 of the Federal Clean Water Act (33 U.S.C. §1344), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing permits for discharges of dredged or fill material into waters of the United States in 33 CFR Part 323; and
2. The Tennessee Water Quality Control Act (T.C.A. §69-3-101, et seq.) and all implementing regulations, including without limitation the Rules of the Tennessee Department of Environment and Conservation governing NPDES permits in Chapter 400-40-10, and Aquatic Resource Alteration permits in Chapter 400-40-7; and
3. Section 26a of the TVA Act of 1933 as amended (49 Stat. 1079, 16 U. S. C. sec. 831y1.) and all implementing regulations, including without limitation the regulations of the Tennessee Valley Authority governing construction in the Tennessee River System in 18 C.F.R., Part 1304; and
4. The Tennessee Wildlife Resources Agency Reelfoot Lake Watershed Management permit program (T.C.A. section 70-5-1,), and all implementing regulations, including without limitation regulations authorizing any activity, practice, or project which has or is likely to have the effect of diverting surface or subsurface water from the Lake or have the effect of draining or otherwise removing water from Reelfoot Lake; and
5. Coast Guard Bridge Permit (USCG) (Section 9 of the Rivers and Harbors Appropriation Act of 1899) and all implementing regulations, including but not without limitation for projects which impact streams deemed navigable by the U.S. Coast Guard.

Responsibility

Assume all responsibilities of the permittee as indicated in the permit that relates to protection of the "waters of the United States" and/or "waters of the State of Tennessee."

Obtain any additional permits required by the Contractor for off-site waste and/or borrow areas and associated off project work areas.

Sign the Notice of Intent (NOI) form, provided by the Department, indicating acceptance of the stipulations contained in the permit. Submit the signed NOI to the TDOT HQ Construction Division by email within 10 calendar days after submittal of the contract proposal or the Department may at its discretion cancel the award with the Contractor forfeiting the bid bond.

Implement the provisions of the Water Quality (including, but not limited to, TDEC ARAP, USACE 404, TVA Section 26a, Coast Guard, TWRA) and Storm Water [including, but not limited to, National Pollution Discharge Elimination System (NPDES), Statewide Stormwater Management Plan (SSWMP)] Permits and requirements that pertain to construction activities.

Review of the permit provisions, including NPDES Permit provisions the site specific SWPPP, the contract plans, Standard Specifications and contract Special Provisions and find the permit requirements and erosion prevention and sediment control (EPSC) procedures to be reasonable, workable, and binding.

The Contractor shall not be released from the project site responsibilities under the NPDES permit provisions until the Notice of Termination (NOT) is submitted to TDEC by the TDOT Regional Operations Engineer. The NOT is a certification that the construction project is permanently stabilized, and all construction related discharges have ceased. This means that the use of EPSC measures to alleviate concerns of surface erosion and transport of sediment to surface water conveyances or to waters of the state is no longer necessary. Furthermore, it means that permanent controls, hard surfaces and/or vegetation, used on the project are deemed adequate to prevent erosion and sediment transport and no other potential sources of construction-related pollution are on the project.

The Contractor shall not be released from any warranty provided for EPSC plantings, including sod and trees. If the entire project is complete as outlined in **105.15** of the Standard Specifications, the tree plantings shall still be required to meet the requirements of **802** Standard Specifications.

NPDES Permit Required Action

Accompany the TDOT EPSC inspector or TDOT consultant on all EPSC inspections of the entire construction project including permitted locations and potentially impacted streams, and attend all QA/QC Project Assessments.

EPSC Inspections shall be conducted as required in the most current TN Construction General Permit.

EPSC inspections shall be performed on the schedule established in the TN Construction General Permit until the site is permanently stabilized to determine if the permit requirements are being met. Where sites or portion(s) of the construction project have been temporarily stabilized, the inspections only have to be conducted once per month until construction activity resumes. Written

notification of the intent to change the inspection frequency and the justification for such request must be submitted to the TDOT District Supervisor and the TDEC Central Office before proceeding.

A representative who holds a current TDEC “*Fundamentals of Erosion Prevention and Sediment Control Level I*” certification shall accompany the TDOT EPSC inspector on all required EPSC inspections. The project supervisor(s) shall also hold a current TDEC “*Fundamentals of Erosion Prevention and Sediment Control Level I*” certification. Proof of required personnel training for the individual(s) shall be provided to the TDOT District Supervisor prior to beginning of construction.

The TDOT EPSC inspector shall document all deficiencies on the required current TDOT EPSC Inspection Report form. Sign the TDOT EPSC Inspection Report form and any supporting documentation indicating that there is agreement with the report, recommendations and repair schedule as stated in the documentation.

Make necessary maintenance and repairs relative to deficiencies in these permit conditions or requirements within 24 hours after an inspection identifies the maintenance or repair need, and/or as directed by the TDOT District Supervisor, unless conditions make a particular activity impracticable. Any such conditions that make immediate repairs impracticable shall be documented on the inspection report and provided to the TDOT District Supervisor, and be accompanied by an expected repair schedule based on forecasted weather conditions.

Review the site specific SWPPP that will be made available prior to or at the pre-construction conference, for any additional EPSC requirements. Sign and submit two copies of the SWPPP signature page provided by the Department in the site specific SWPPP. Submit for review and approval any changes/revisions to the SWPPP to prevent erosion and sediment transport at any time after contract execution. Rejection of any submittals by the Department does not relieve the liability for appropriate Best Management Practices (BMPs).

If at any time during this contract, the requirements for the Water Quality Permits and/or the Storm Water Permits for Construction Related Activities are changed/revised/updated, the Contractor shall be notified in writing by the Department of such requirements. Comply with the new requirements within 30 days of the Department notification.

If at any time that sedimentation is occurring or has occurred in streams impacted by the project, immediately notify the TDOT District Supervisor to evaluate the EPSC measures employed. A determination of the cause for sedimentation will be made by the Department. Immediately repair or replace defective EPSC measures and install, as applicable, additional or other EPSC measures with the goal of eliminating future sedimentation. Once a remediation plan is provided by the Department, within 24 hours after notification, begin the remediation as required. Based on the cause of sedimentation, the Department will determine if the cost of remediation will be performed at the Contractor’s expense.

Failure to Comply

In the event a Notice of Noncompliance, Notice of Violation, Notice of Deficiency, or Order is issued by any State or Federal Agency on this project, any required corrective action and all fines

will be the sole responsibility of the Contractor as outlined in **107.01** of the Standard Specifications.

Failure to comply or take immediate corrective actions required within 24 hours, unless documented conditions make a particular maintenance or repair activity impracticable immediately, shall be reason for the TDOT District Supervisor to suspend all other work on the Project, except EPSC and traffic control. The Department will apply non-refundable deductions of monies from the Contract per calendar day from monies due to the Contractor for any EPSC work on the Project. This deduction can be made for each location, as determined by the TDOT District Supervisor, for each calendar day that the deficiency is allowed to remain and charged as item description "*Failure to Comply with Permit Deduction*". A deduction shall be made from monies due the Contractor, not as a penalty, but as liquidated damages, as indicated in **108.09** of the Standard Specifications.

If the necessary corrections/adjustments are not done in a timely manner as required, the Department will implement the provisions of **209.07** and **109.08** of the Standard Specifications that provides for the Department making repairs and recovering the costs thereof from the Contractor.

The Department will not participate in any payment or reimbursement for fines and will not authorize time extensions due to delays in project progress for work stoppage, to remedy the violations stated within the NOV, required by the TDOT District Supervisor as stated in **105.01** of the Standard Specifications.

Spill Prevention, Control, and Countermeasure

To help prevent the discharge of oil into navigable waters, the U.S. Environmental Protection Agency (EPA) developed the Spill Prevention, Control, and Countermeasure (SPCC) Program. The SPCC Program is under the authority of Section 311 (j)(1)(C) of the Federal Water Pollution Control Act (Clean Water Act) in 1974. The rule may be found at Title 40, Code of Federal Regulations (CFR), Part 112. Additional information regarding the preparation and requirements of a SPCC Plan can be found at: <http://www.epa.gov/oem/content/spcc/>.

If applicable based upon the total aggregate capacity of aboveground oil storage, develop a site specific SPCC Plan per EPA requirements. This plan shall be provided to the TDOT District Supervisor as part of the required submittals during the project Pre-Construction Meeting or at which time the conditions on the project site meet the applicable criteria. Shall be responsible for obtaining any other necessary local, state, and federal permits as applicable. The SPCC Plan and/or permits shall be kept on-site.

Comply with all aspects of the site specific SPCC Plan including but not limited to performing any required inspections as directed by the SPCC Plan as well as implementing material and spill management practices per the project's SWPPP. In the event, where a release containing a hazardous substance in an amount equal to, or in excess of a reportable quantity established under either 40 CFR 117 or 40 CFR 302 occurs during a 24 hour period, immediately notify the TDOT District Supervisor.

STATE**OF****TENNESSEE**

(Rev. 7-28-21)

January 1, 2021

SPECIAL PROVISION**REGARDING****HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS****Scope**

These design requirements shall apply to **713**-Highway Signing, **714**-Roadway and Structure Lighting, and **730**-Traffic Signals of the current Standard Specifications.

Description

The design of the supports for overhead sign bridges and butterfly configurations, high mast lighting, luminaires, CCTV camera poles, and traffic signal strain poles and mast arm structures shall be in accordance with the American Association of Highway and Transportation Officials (AASHTO) LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 1st edition, with addenda.

General Conditions

All overhead sign bridges and butterfly sign structures, traffic signal strain poles and mast arm structures and high mast light poles 90-feet or greater in height, shall be designed using the Fatigue Category 1 provisions found in the subject specifications except that, design for galloping-induced fatigue and truck-induced gust fatigue, are excluded. Fatigue designs are not required for luminaire poles less than 55-feet in height, span-wire poles, or roadside sign poles.

In lieu of designing for galloping-induced fatigue in mast arm pole assemblies, a 60-inch by 16-inch by 0.125 gauge aluminum or galvanized steel panel shall be installed horizontally near the end of the mast arm with the long axis of the panel collinear with the long axis of the mast. The panel shall be mounted at such a height as to provide a least a 6-inch clearance from the top of the signal assembly or sign blank located on the mast arm within the length of the anti-galloping panel. The panel and attachment hardware shall be shown on the shop drawings, and is considered an item included in the price bid for the mast arm assembly.

Additionally, all mast arm connections to the support pole shall be accomplished using a wrap-around ring stiffener assembly.

The design coordination instructions are as follows:

- a. The Basic Wind Speed shall be 120 mph for Extreme 1 Limit State.
- b. The Design Life shall be 50 years resulting in a 1,700 year Recurrence Interval.

S T A T E**O F****T E N N E S S E E**

(Rev. 6-20-22)
(Rev. 9-7-22)

January 1, 2021

SPECIAL PROVISION**REGARDING****EQUAL EMPLOYMENT OPPORTUNITY**

Electronic Code of Federal Regulations (e-CFR):

23 CFR 230 Chapter 1 Subchapter C Appendix A to Subpart A

Specific Equal Employment Opportunity Responsibilities**General**

- a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b) The contractor will work with the Tennessee Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c) The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors). The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

Equal Employment Opportunity Officer

The contractor will designate and make known to the Tennessee Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy

- a) All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - 1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - 2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - 3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

- b) In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
 - 1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - 2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

Recruitment

- a) When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended).

- c) The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. The following procedures shall be followed:

- a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion

- a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Special Provision Regarding Training Program Requirements is provided under this contract, this subparagraph will be superseded as indicated therein.
- c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b) The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Tennessee Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the Tennessee Department of Transportation.

Subcontracting

- a) The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Tennessee Department of Transportation.
- b) The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

Records and Reports

- a) The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - 1) The number of minority and non-minority group members and women employed in each work classification on the project.
 - 2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women. (Applicable only to contractors who rely in whole or in part on unions as a source for their work force),
 - 3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - 4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b) All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the of the Tennessee Department of Transportation and the Federal Highway Administration.
- c) The contractors will submit an annual report to the Tennessee Department of Transportation each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.
- d) The contractor and subcontractors will be required to complete other reports as instructed by the Engineer.
- e) Current estimates may be withheld by the Engineer when reports are not received within the above specified time limits.

S T A T E

O F

T E N N E S S E E

(Rev. 6-20-22)

January 1, 2021

(Rev. 9-7-22)

SPECIAL PROVISION

REGARDING

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):

41 CFR 60-4.3 Equal Opportunity Clauses

1) As used in these specifications:

- a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d) "Minority" includes:
 - I. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - II. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese Culture or origin, regardless of race);
 - III. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - IV. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

- 3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- 5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction

project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7.b) above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screenings procedures, and tests to be used in the selection process.
 - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriation training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of

the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- 11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12) The Contractor shall carry out such sanctions and penalties for violations of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

STATEOFTENNESSEE

(Rev. 6-20-22)

January 1, 2021

SPECIAL PROVISIONREGARDINGNOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTIONTO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):
 41 CFR 60-4.2 -- Solicitations

- 1) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- 2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>County</u>	<u>Goals for Female Participation in each Trade</u>
All Counties	6.9
<u>County</u>	<u>Goals for Minority Participation for each Trade</u>
Lincoln	11.2
Hamilton, Marion, Sequatchie	12.5
Bledsoe, Bradley, Grundy, McMinn, Meigs, Monroe, Polk, Rhea	8.6
Carter, Hawkins, Sullivan, Unicoi, Washington	2.6
Greene, Hancock, Johnson	3.2
Anderson, Blount, Knox, Union	6.6
Campbell, Claiborne, Cocke, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Loudon, Morgan, Roane, Scott, Sevier	4.5

<u>County</u>	<u>Goals for Minority Participation for each Trade</u>
Montgomery	18.2
Davidson, Cheatham, Dickson, Robertson, Sumner, Williamson, Wilson, Rutherford	15.8
Bedford, Cannon, Clay, Coffee, DeKalb, Franklin, Giles, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Macon, Marshall, Maury, Moore, Overton, Perry, Pickett, Putnam, Smith, Stewart, Troup, Van Buren, Warren, Wayne, White	12.0
Shelby, Tipton	32.3
Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Weakley	26.5

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3) The Contractor shall provide written notification to the Director of Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation.

U.S. Department of Labor – Regional Office
Office of Federal Contract Compliance Program
61 Forsyth Street, Room 7B75
Atlanta, GA 30303

The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

STATE**OF****TENNESSEE**

(Rev. 8-20-18)

January 1, 2021

(Rev. 9-7-22)

(Rev. 3-2-23)

(Rev. 5-30-24)

SPECIAL PROVISION**REGARDING****DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. Accordingly, Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum appropriate opportunity to participate in the performance of this contract or in the performance of subcontracts to this contract. In this latter regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the award of subcontracts.

The Contractor shall submit copies of all binding subcontracts and purchase orders with DBEs to the Department's Headquarters Construction Division via email at *Sub.Contracts@tn.gov* upon execution. The Contractor shall identify all DBE subcontractors at the Preconstruction Conference and indicate the approximate date for each DBE subcontractor's appearance on the project. Before terminating and/or substituting a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to TDOT's Civil Rights Division Small Business Development Program (CRD-SBDP), of its intent to terminate and/or substitute including the reason for the request.

The Contractor shall provide notification to the Project Supervisor at least 24 hours prior to each DBE beginning work. The project supervisor or Inspector must complete a "Commercially Useful Function Checklist" to document the first date of work, work items, equipment, and forces of each DBE. The Contractor shall take full responsibility for the performance of a commercially useful function (CUF) by all DBE subcontractors, manufacturers, and materials suppliers who work on or provide materials for the project.

The Contractor shall enter monthly prompt payment certification to the Department through external access to AASHTOWare Project Civil Rights & Labor (CRL). The Contractor is responsible for ensuring all subcontractors, any tier, and DBE or SBE material suppliers and DBE or SBE haulers are registered for access with the Department. In addition, all subcontractors, DBE or SBE material suppliers, and DBE or SBE haulers shall acknowledge payment entry in CRL. The Prompt Payment Certification shall be submitted monthly beginning no later than sixty (60) days after payment of the first estimate. Payments must abide by the conditions set in T.C.A. § 12-4-

707.

Prior to receiving final payment, the Contractor shall provide to the project supervisor and CRD-SBDP certification of the dollars paid to each DBE firm, using Form CC3, "Certification of DBE Accomplishment." The certification shall be dated and signed by a responsible officer of the Contractor and by a responsible officer of the DBE. Falsification of this certification may result in formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications.

The Contractor and all subcontractors shall retain, for a period of not less than three (3) years after final acceptance of a project, copies of canceled checks or other documentation that substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and various Federal Agencies.

The Contractor is advised that failure to carry out the requirements as set forth above shall constitute a breach of contract, and after notification by the Department, may result in termination of the contract or other remedy as the Department deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

The Title VI and nondiscrimination provisions of USDOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

(Rev. 01/05/24)

STATE

OF

TENNESSEE

Sheet 1 of 7

TENNESSEE DEPARTMENT OF TRANSPORTATION

MINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

"General Decision Number: TN20240147 01/05/2024

Superseded General Decision Number: TN20230147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

(Rev. 01/05/24)

STATE

OF

TENNESSEE

Sheet 2 of 7

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

SUTN2016-001 07/13/2016

	Rates	Fringes
BRICKLAYER.....	\$ 14.26 **	
CARPENTER.....	\$ 17.52	
CEMENT MASON/CONCRETE FINISHER...	\$ 15.55 **	
ELECTRICIAN.....	\$ 24.08	
IRONWORKER		
Reinforcing.....	\$ 16.29 **	
Structural.....	\$ 16.89 **	
LABORER		
Common/Unskilled.....	\$ 13.11 **	
Skilled		
Air Tool Operator,		
Asphalt Raker, Chain Saw		
Operator, Concrete Mixer		
(less than 1 yd),		
Concrete Rubber, Edger,		
Fence Erector, Form		
Setter (steel), Guard		
Rail Erector, Mechanic's		
Tender (tire changer or		
oiler), Mortar Mixer,		
Nozzleman or Gun Operator		
(gunite), Pipelayer,		
Sign Erector.....	\$ 15.27 **	
PAINTER (INCLUDES SANDBLASTER)...	\$ 26.36	

POWER EQUIPMENT OPERATOR:

GROUP 1

Backhoe/Hydraulic
Excavator (3/4 yd &
over), Crane (less than
20 Tons), End Loader (3
yd & over), Motor Patrol
(finish), Piledriver,
Dragline.....\$ 19.14

GROUP 1A

Drill Operator (Caisson)...\$ 25.26
Farm Tractor Operator
(Power Broom).....\$ 13.50 **

GROUP 2

Backhoe/Hydraulic
Excavator (less than 3/4
yd), Bulldozer or Push
Dozer, End Loader (less
than 3 yd), Motor Patrol
(rough), Tractor
(crawler/ utility), Truck
Driver (Heavy Duty, Off
Road) Scraper, Shovel, or
Trenching Machine.....\$ 17.08 **

GROUP 3

Asphalt Paver, Concrete
Finishing Machine,
Concrete Paver, Scale,
Spreader (self-
propelled), Concrete
Grinder, Asphalt Milling
Machine, Boring Machine
(horizontal).....\$ 17.75

GROUP 4

Bobcat, Central Mining
Plant, Concrete Pump,
Concrete Saw, Curb
Machine (automatic or
manual), Dozer or Loader
(stockpile), Drill
(piling), Mulcher or
Seeder, Rock Drill (truck
mounted), Roller
(asphalt), Roller
(compaction self-
propelled), Soil
Stabilization Machine,
Tractor (boom and hoist),
Bituminous Distributor
Machine, pump, Track
Drill, Striping Machine....\$ 16.48 **
Heavy Duty Mechanic.....\$ 20.33
Light Duty Mechanic.....\$ 19.53

STATE

OF

TENNESSEE

Sheet 4 of 7

Sweeping Machine (Vacuum)
Operator.....\$ 15.56 **
GROUP 5
Crane (over 20 Tons).....\$ 20.44

TRUCK DRIVER

2 axles.....\$ 15.36 **
3-4 axles.....\$ 14.86 **
5 or more axles.....\$ 16.27 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

STATE

OF

TENNESSEE

Sheet 5 of 7

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

STATE

OF

TENNESSEE

Sheet 6 of 7

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

STATE

OF

TENNESSEE

Sheet 7 of 7

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

PROPOSAL
TO THE TOWN OF FARRAGUT, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the *Standard Specifications for Road and Bridge Construction* (January 1, 2021) adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the TOWN OF FARRAGUT in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

By submitting this Proposal, the undersigned bidder, if awarded the contract, agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the Town and hold it harmless for any costs to the Town arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

By submitting this Proposal, the undersigned bidder, if awarded the contract, shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax or provide confirmation from the Department of Revenue that the bidder is not required to register for the Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the TOWN OF FARRAGUT, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link: [http://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf).

THIS PROPOSAL SUBMITTED BY:

Creek Enterprise Inc.
Bidder (1)

By:

Jason Derby President
Printed Name and Title

638 W. Maumee St
Address

Adrian, MI 49221
City/State/Zip

Bidder (1) being a Corporation composed of officers, partners, or owners as follows:
(Type of business entity)

Jason Derby
Name/Title

President
Name/Title

Scott Kolonek
Name/Title

Secretary
Name/Title

Name/Title

Name/Title

Bidder (2)*

By:

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ composed of officers, partners, or owners as follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
209-99.91	EROSION CONTROL	LS	1	\$7,500.-	\$7,500.-
712-01	TRAFFIC CONTROL	LS	1	17,990.10	\$17,990.10
717-01	MOBILIZATION	LS	1	22,000.-	\$22,000.-
725-02.79	FIBER SPLICE ENCLOSURE (OVERHEAD)	EACH	7	650.-	\$4,550.-
725-22.71	2 IN CONDUIT	L.F.	4875	15.-	\$73,125.-
725-22.72	2 IN CONDUIT BORED	L.F.	1835	69.94	\$128,339.90
725-22.76	2 IN CONDUIT STRUCTURE W/ BANK	L.F.	125	115.-	\$14,375
725-23.16	FIBER OPTIC CABLE (144 F)	L.F.	42475	3.-	\$127,425.-
725-23.21	FIBER OPTIC DROP CABLE (12 F)	L.F.	12560	1.65	\$20,724.-
725-23.28	FIBER OPTIC SPLICE FUSION	EACH	542	70.-	\$37,940.-
725-23.29	FIBER OPTIC TERMINATION CABINET	EACH	1	10,000.-	\$10,000.-
725-24.31	SPARE PARTS	LS	1	20,000.-	\$20,000.-
725-24.51	SYSTEM INTEGRATION	LS	1	34,710.-	\$34,710.-
725-28.07	ETHERNET SWITCH (FIELD LAYER)	EACH	8	16,961.-	\$135,688.-
730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	43	1,700.-	\$73,100.-
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	2	1,200.-	\$2,400.-
730-10.02	MESSENGER CABLE - 1/4" DIAMETER	L.F.	35425	10.40	\$368,420.-
730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	16	100.-	\$1,600.-
730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	95	225.-	\$21,375.-
801-03	WATER (SEEDING AND SOD)	M.G.	10	350.-	\$3,500.-
803-01	SODDING (NEW SOD)	S.Y.	100	25.-	\$2,500.-
798-06.44	FIBER OPTIC STRAND STORAGE	EACH	39	300.-	\$11,700.-
920-11.04	RISER ASSEMBLY (FOR BUILDING ENTRY)	EACH	7	2,500.-	\$17,500.-
920-12.04	VPN FIREWALL	EACH	8	1,899.-	\$15,192.-
920-13.04	EQUIPMENT RACK CABINET	EACH	8	2,000.-	\$16,000.-

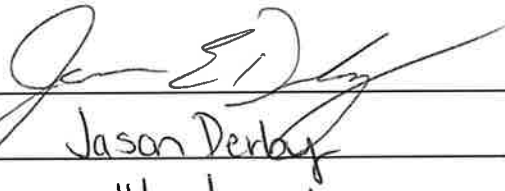
Total in Words: One Million One hundred eighty seven thousand six hundred
fifty four dollars 00/100

Contractor Name: Creek Enterprise Inc.
Phone: 517-424-6518

Authorized Representative Signature: _____

Print Name: _____

Date: _____


Jason Derbay
11/15/2024

The Bidder acknowledges that he (she) has received the following addenda. The modifications to the Bid Documents noted therein have been considered and all cost thereto are included in the Bid Sum.

- A. Addendum Number 1 Dated 10-22-2024
B. Addendum Number 2 Dated 10-26-2024
C. Addendum Number 3 Dated 11-07-2024
D. Addendum Number 4 Dated 11-11-2024
E. Addendum Number _____ Dated _____

END OF BID FORM

ADD ALTERNATE BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
209-99.91	EROSION CONTROL	LS	0		
712-01	TRAFFIC CONTROL	LS	0		
717-01	MOBILIZATION	LS	0		
725-02.79	FIBER SPLICE ENCLOSURE (OVERHEAD)	EACH	0		
725-22.71	2 IN CONDUIT	L.F.	0		
725-22.72	2 IN CONDUIT BORED	L.F.	175	69.94	\$12,239.50
725-22.76	2 IN CONDUIT STRUCTURE W/ BANK	L.F.	0		
725-23.16	FIBER OPTIC CABLE (144 F)	L.F.	7950	3.-	\$28,850.-
725-23.21	FIBER OPTIC DROP CABLE (12 F)	L.F.	0		
725-23.28	FIBER OPTIC SPLICE FUSION	EACH	12	70.-	\$840.-
725-23.29	FIBER OPTIC TERMINATION CABINET	EACH	0		
725-24.31	SPARE PARTS	LS	0		
725-24.51	SYSTEM INTEGRATION	LS	0		
725-28.07	ETHERNET SWITCH (FIELD LAYER)	EACH	0		
730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	0		
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	1	1,200.-	\$1,200.-
730-10.02	MESSANGER CABLE - 1/4" DIAMETER	L.F.	6425	10.51	\$67,526.75
730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	3	100.-	\$300.-
730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	14	225.-	\$3,150.-
801-03	WATER (SEEDING AND SOD)	M.G.	0		
803-01	SODDING (NEW SOD)	S.Y.	0		
798-06.44	FIBER OPTIC STRAND STORAGE	EACH	7	300.-	\$2,100.-
920-11.04	RISER ASSEMBLY (FOR BUILDING ENTRY)	EACH	0		
920-12.04	VPN FIREWALL	EACH	0		
920-13.04	EQUIPMENT RACK CABINET	EACH	0		

Total in Words: One hundred eleventhousand two hundred and six, twentyfive cents

Contractor Name: Creek Enterprise Inc.
 Phone: 517- 424- 6518

Authorized Representative Signature: _____

Print Name: _____

Date: _____

Jason Derby
Jason Derby
11/15/2024

The Bidder acknowledges that he (she) has received the following addenda. The modifications to the Bid Documents noted therein have been considered and all cost thereto are included in the Bid Sum.

- A. Addendum Number 1 Dated 10/22/2024
B. Addendum Number 2 Dated 10/26/2024
C. Addendum Number 3 Dated 11/7/2024
D. Addendum Number 4 Dated 11/11/2024
E. Addendum Number _____ Dated _____

END OF ADD ALTERNATE BID FORM

PROPOSAL CERTIFICATION

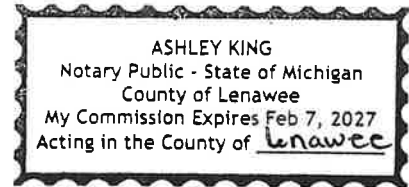
The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Creek Enterprise Inc. Sworn to and subscribed before me
Bidder (1)
By: [Signature] this 31st day of October
Jason Derby President [Signature]
Printed Name and Title Notary Public

My commission expires Feb. 07, 2027

(Seal)



Sworn to and subscribed before me
Bidder (2)
By: _____ this _____ day of _____

Printed Name and Title Notary Public

My commission expires _____

(Seal)

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

TOWN OF FARRAGUT, TENNESSEE

PROPOSAL BOND

CONTRACT NO. 2025-08

Principal: Creek Enterprise, Inc., 638 Maumee Street, Adrian, MI 49227
Print Name of Principal

Surety: Hudson Insurance Company, 100 William Street, 5th Floor, New York, NY 10038
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.

Creek Enterprise, Inc.

Hudson Insurance Company

Principal (1)

Surety (1)

By:

By:


Jason Derby President


General Agent or Attorney-in-Fact
Alan P. Chandler, Attorney-In-Fact

11/18/2024

Print Name and Title

Date

11/18/2024

Date

(Seal)

Principal (2)

Surety (2)

By:

By:

General Agent or Attorney-in-Fact

Print Name and Title

Date

Date

(Seal)

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



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan,

Ian J. Donald, Susan L. Small, John L. Budde, Krista L Pocket

of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 21st day of June, 20 23 at New York, New York.



Attest.....

Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By.....

Michael P. Cifone, Senior Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK SS.

On the 21st day of June, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY

Notary Public, State of New York

No. 01MU6067553

Qualified in Nassau County

Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK

COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 18th day of November, 2024



By.....

Dina Daskalakis, Corporate Secretary

TOWN OF FARRAGUT, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. 2025-08

Bidder: Creek Enterprise Inc.
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.

<u>Creek Enterprise Inc</u>	
Bidder (1)	Bidder (2)*
By: <u>[Signature]</u>	By: _____
<u>Jason Derby President</u>	_____
Print Name and Title	Print Name and Title
<u>10/31/2024</u>	_____
Date	Date

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

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 or 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 is 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

NON-COLLUSION AFFIDAVIT

Jason Derby, being first duly sworn, deposes and says that:

- (1) He/She is the President of Creek Enterprise Inc., the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (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 proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal 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 proposal price or the proposal 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 proposal of service outlined in the Proposal 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):

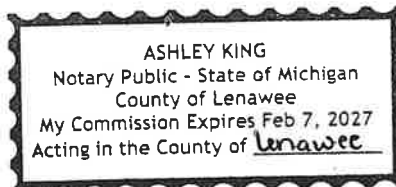
[Signature]
Title: President

Before me personally appeared Jason Derby, 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 31st day of October, 20 24.

[Signature]
Notary Public

My commission expires: Feb. 07, 2027



DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of Creek Enterprise 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 Creek Enterprise 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.

Jason Derby

Name of Officer

President

Title of Officer

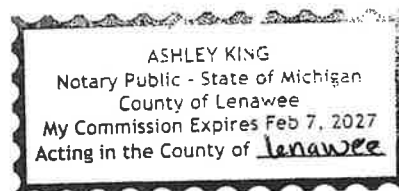
State of Michigan, County of Lenawee

Before me personally appeared Jason Derby, 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 31st day of October, 20 24.

Ashley King
Notary Public

My commission expires: Feb. 07, 2027



TOWN OF FARRAGUT, TENNESSEE

CONTRACT NO. 2025-08

This agreement is made and executed in three (3) originals, between the TOWN OF FARRAGUT, and CREEK ENTERPRISES, INC hereinafter referred to as the "Contractor."

WITNESSETH

The TOWN OF FARRAGUT did advertise for, receive, and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained; to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

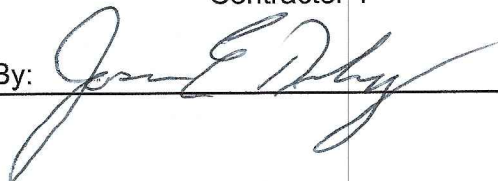
1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda (s)
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the TOWN OF FARRAGUT.
4. The TOWN OF FARRAGUT agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the TOWN OF FARRAGUT and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the TOWN OF FARRAGUT under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the TOWN OF FARRAGUT, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the TOWN OF FARRAGUT as an additional insured.
7. The Contractor shall indemnify and hold harmless the TOWN OF FARRAGUT and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trademark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the TOWN OF FARRAGUT may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the TOWN OF FARRAGUT to protect the TOWN OF FARRAGUT from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1	Contractor 2*
By: 	By: _____
Jason Derby President	_____
Print Name and Title	Print Name and Title
12-4-2024	_____
Date	Date

TOWN OF FARRAGUT, TENNESSEE

This Contract is accepted this _____ day of _____ ,
and is effective on the _____ day of _____ ,
, _____

[City/County Official]

Approved:

TOWN OF FARRAGUT Attorney

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. 2025-08

Be it known that Creek Enterprise Inc
as Principal, and VTC
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 thus 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: _____

10/31/2024

Jason Derby President
Printed Name and Title

(For Joint Venture) Principal/Contractor 2:

By: _____

Date: _____

Printed Name and Title

Surety 1:

By: _____

Attorney-in-Fact

Printed Name

Agency Name

Street Address

City/State/Zip

Surety 2:

By: _____

Attorney-in-Fact

Printed Name

Agency Name

Street Address

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

Farragut Fiber Optic Cable Implementation

Special Provision 725 (SP725)

Prepared For:

Town of Farragut, Tennessee

Prepared By:

Kimley-Horn and Associates, Inc.

October 7, 2024

Table of Contents

A. PROJECT OVERVIEW.....3

B. CONDUIT.....3

C. PULL BOXES.....3

D. FIBER OPTIC INFRASTRUCTURE.....4

E. ETHERNET SWITCH (FIELD LAYER 2).....6

F. EQUIPMENT RACK CABINETS.....8

G. SYSTEM INTEGRATION.....8

A. PROJECT OVERVIEW

The Farragut Fiber Optic Cable Implementation project consists of the construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut Fiber Network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown in the Plans. The project does not involve any integration of fiber optic cables with existing ethernet switches, as this work will be completed by others after acceptance of the project.

B. CONDUIT

1. Description

Furnish and install conduit as shown on the Plans.

Comply with the Materials and Construction Methods requirements in SP730FA for Conduit.

2. Measurement and Payment

Conduit shall be measured in in linear feet to the nearest foot for each size and type of conduit installed. The price bid shall include trenching, backfilling, sealing, capping, fittings, bushings, banding, grounding, and other accessories and hardware required for installation of the conduit system.

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
725-22.71 2 IN CONDUIT	L.F.
725-22.72 2 IN CONDUIT BORED	L.F.
725-22.76 2 IN CONDUIT STRUCTURE W/ BANK	L.F.

C. PULL BOXES

1. Description

Furnish and install pull boxes as shown on the Plans.

Comply with the Materials and Construction Methods requirements in SP730FA for Pull Boxes.

2. Measurement and Payment

Pull Box shall be measured as each pull box of the type required as one complete unit, installed, per each. The price bid shall include the pull box, cover, cable rack rails and hooks, terminator rings, excavation, backfilling, crushed stone base, and other incidental items as called for in the Plans.

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
730-03.23 INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH
730-03.24 INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH

D. FIBER OPTIC INFRASTRUCTURE

1. Description

Furnish, install, test, and integrate fiber optic cables and equipment as shown on the Plans. The work includes all materials associated with the installation of fiber optic cable including distribution equipment, splicing, and fiber optic jumper cables.

2. Materials

Refer to the Materials requirements in SP730FA for Fiber Optic Communications Equipment.

Fiber Splice Enclosure (Aerial or Underground) shall provide an adequate quantity of splice trays to accommodate a minimum of 144 splice fusions.

Fiber Optic Cables shall be 144 single mode fiber optic (SMFO) cable.

Fiber Optic Drop Cables shall be 12 single mode fiber optic (SMFO) cable.

Fiber Optic Drop Panels shall accommodate 12 single mode fiber optic (SMFO) cable.

3. Construction Methods

Refer to the Construction Methods and Testing requirements in SP730FA for Fiber Optic Communications Equipment.

4. Measurement and Payment

Fiber Splice Enclosure (Aerial or Underground) shall be measured in units of each and paid for at the contract price per each. This item includes all incidental materials to complete the work. This price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work.

Fiber Optic Cables shall be measured by the linear feet to the nearest foot. This item includes all materials, labor, tools, equipment, backlashing, and incidentals necessary to complete the work, and all testing and documentation.

Fiber Optic Drop Cables shall be measured by the linear feet to the nearest foot. This item includes all materials, labor, tools, equipment, backlashing, and incidentals necessary to complete the work, and all testing and documentation.

Fiber Optic Splice Fusion shall be measured in units per each individual fiber splice performed. The item shall include but not limited to, all ancillary and incidental materials, testing, documentation, and all labor and equipment necessary to complete the work for the fusion splice. This price shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

Fiber Optic Drop Panels shall be measured in units of each and paid for at the contract price per each. The price bid shall include but not limited to fiber optic connectors, cable labels, patch cords, manufacture with the fiber optic drop cable, mounting hardware, ancillary and incidental materials, testing, documentation and all labor and equipment necessary to complete the work. This price shall be full compensation for all labor, tools, materials, equipment and incidentals necessary to complete the work.

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
725-02.79 FIBER SPLICE ENCLOSURE (AERIAL OR UNDERGROUND)	EACH
725-23.16 FIBER OPTIC CABLE (144F)	L.F.
725-23.21 FIBER OPTIC DROP CABLE (12 F)	L.F.
725-23.28 FIBER OPTIC SPLICE FUSION	EACH
725-23.31 FIBER OPTIC DROP PANEL (12 F)	EACH
798-06.44 FIBER OPTIC STRAND STORAGE	EACH

Fiber optic infrastructure will be paid per each as follows:

1. 20% of the contract unit price upon delivery and Pre-Installation Test (PIT)
2. Additional 50% of the contract unit price upon complete installation
3. Additional 20% of the contract unit price upon completion of Standalone Acceptance Test (SAT)
4. Final 10% of the contract unit price upon approval of 60-day System Acceptance Testing

E. ETHERNET SWITCH (FIELD LAYER 2)

1. Description

The Contractor will provide an Ethernet Switch (Field Layer 2) with associated VPN Firewall as denoted on the plans. Each Ethernet Switch (Field Layer 2) will be provided, configured, installed, and integrated by the Contractor.

The requirements for Ethernet Switch (Field Layer 2) provided within this SP725 shall supersede the requirements provided within SP730FA.

2. Materials

Each Ethernet Switch (Field Layer 2) shall:

- Provide the capability to manage an advanced Ethernet switching architecture.
- Provide a combination of 10/100/1000Base-TX and Gigabit combo ports that support SFP modules for fiber and twisted pair copper communication mediums.
- Offer centralized and convenient management through a Windows-based utility.
- Support transmission utilizing Category 5e cable or better, multimode, or single-mode fiber.
- Comply with all applicable IEEE networking standards for Ethernet communications, including, but not limited to IEEE 802.3 protocol for local area network (LAN) and metropolitan area network (MAN) access and physical layer specifications.
- Support features related to multicast snooping.
- Have a non-corrosive metal enclosure.
- Be capable of installation with shelf, DIM rail, or rack mountable in a standard 19" EIA rack.
- Be environmentally hardened and perform all of the required functions at an ambient operating temperature range of -30°F to 165°F, with a non-condensing humidity of 0 to 95%, per NEMA TS 2 standard.
- Comply with the operating voltage, operating frequency, power interruption, and power service transient requirements in the NEMA TS 2 standard.
- Provide at least eight (8) ports of 10/100/1000T(X) RJ-45 ports and two (2) combo SFP 10/100/1000T(X) RJ-45 ports / 100/1000FX ports.
- Use of an SFP port shall disable the corresponding 10/100/1000TX RJ-45 port. Similarly, use of a 10/100/1000TX RJ-45 port shall disable the corresponding SFP port.
- Require no in-field electrical or optical adjustments or in-line attenuators to ease installation.
- Provide power, link speed, and fiber port status indicating LED's for monitoring proper system operation.
- Provide automatic re-settable solid-state current limiters on each module to reduce the chance of a single point failure of the system.
- Provide an Ethernet connection for local management of the device.
- Warranty: 5 years all parts and labor.

The Ethernet Switch (Field Layer 2) shall be capable of using a MSA Compliant Small Form-Factor Pluggable (SFP) module allowing for an optical interface.

- The optical fiber SFP modules shall be capable of transmitting data at dual speed, auto-negotiable between a minimum of 100 megabits per second and 1 gigabit per second.
- The optical ports shall be LC or SC optical connectors.

- Short haul SFP modules shall be provided to transmit and receive Ethernet data at a distance of 15 to 20 km on 0.3 dB/km signal loss SM fiber.
- Medium haul SFP modules shall be provided to transmit and receive Ethernet data at a distance of 40 to 50 km on 0.3 dB/dm signal loss SM fiber.

Furnish network firewall and virtual private network (VPN) server integrated in a single unit. Furnish unit with the following minimum features:

- Integrated bandwidth management functionality
- Integrated intrusion detection functionality
- Four (4) Fast Ethernet (10/100 Mbps) ports
- One (1) serial com port
- Up to 60 Mbps of firewall throughput
- 3 Mbps of Triple Data Encryption Standard (3DES) VPN throughput
- 4.5 Mbps of Advanced Encryption Standard-128 (AES) VPN throughput
- Diagnostic LEDs on front of unit showing states for power, status, and LAN at a minimum

3. Construction Methods

Furnish MAC and IP addresses in a spreadsheet for all equipment utilized as part of this project in addition to the equipment models, serial numbers, and firmware revisions. Equipment shall be registered in the name of the Town of Farragut. Affix MAC Address label and final IP address to each device used. Use labels that do not smear or fade.

In equipment rack cabinets, fully integrate new Ethernet switches with the fiber optic drop panels.

Fully integrate VPN Firewall equipment to provide virus protection, user authentication, and security functions to prevent unauthorized users and data from entering the signal system LAN.

Contractor shall furnish, install, test, and integrate the Ethernet Switch (Field Layer 2).

4. Measurement and Payment

The contract unit price shall be full compensation for all work specified in this section. SFP modules will be considered incidental to this item. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
725-28.07 ETHERNET SWITCH (FIELD LAYER 2)	EACH
920-12.04 VPN FIREWALL	EACH

Each item will be paid per each as follows:

1. 70% of the contract unit price upon approval of Field Acceptance Tests
2. Additional 20% of the contract unit price upon approval of TOC Integration Testing
3. Final 10% of the contract unit price upon approval of 60-day System Acceptance Testing

F. EQUIPMENT RACK CABINETS

1. Description

The Contractor will provide and install wall-mounted equipment racks as denoted on the plans.

2. Materials

Furnish equipment rack cabinets made of quality, non-corrosive materials and non-peeling paint for wall-mounted installation within buildings as shown in the Plans. Furnish units with railings and sockets for mounting of EIA 19" mountable equipment with a minimum of six (6) rack units (RU) of continuous useable rack space. Furnish units with cable management and raceways to facilitate neat and orderly organization of all cables routed to equipment on the rack and with accessories to ensure cables are not kinked or pinched and that all minimum bend radii of cables are preserved.

3. Construction Methods

Install equipment rack cabinets in the buildings as shown in the Plans and as approved by the Engineer.

4. Measurement and Payment

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
920-13.04 EQUIPMENT RACK CABINET	EACH

G. SYSTEM INTEGRATION

1. Requirements for System Integration

System Integration shall be required to ensure a working system as shown in the Plans with successful operational and functional integration between the TOC components, the field components at each building, and the fiber optic network.

Prior to commencing work, the Contractor shall develop a Requirements Definition Document (RDD) that will form the basis for the overall network architecture and design. It is expected that the Contractor will work closely with the Town of Farragut to define the network.

The document will contain:

- Complete description of the proposed implementation of the access, distribution, and core layers for the system
- Development of an IP Design Scheme with ranges assigned to each node to be integrated by the Contractor using guidance from the Town of Farragut (address ranges, geographic distribution, standards for addresses)
- Proposed IP subnet definition and addressing including masks
- Proposed configuration and guidelines for Virtual LAN assignments including management VLANs, device VLANs, and routing VLANs

- Proposed configuration and guidelines for specific port assignments on each of the Layer 2 devices

The Engineer will provide the Contractor with an IP address range or ranges from which the Contractor will develop the IP address scheme. The RDD shall be prepared by a qualified networking professional (minimum CCNA or a manufacturer-approved equivalent based on the approved hardware vendor) and will be approved by the Engineer. The qualified network professional shall be present during the installation and testing of the local area network as well as during system testing.

The Contractor shall set up, configure, and verify fiber optic network communications and establish full system control between the TOC and field components at buildings included in this project. The Contractor shall furnish and install new fiber optic jumper cables as needed to connect the TOC switches with the existing fiber optic patch panels to integrate new fibers that are being utilized for this project.

The Contractor shall coordinate with and support the Town of Farragut to facilitate the integration of all components to be installed in the system. This shall include, but not be limited to:

- Modifications and expansions to existing fiber optic patch panels
- Device configuration changes
- Network addressing changes
- Firmware/software updates
- Providing software development kit (SDK) tools and documentation
- General support/field support necessary to complete the integration of all components into the system

2. Requirements for Testing

The Contractor shall prepare a Testing Plan for this project and submit to the Engineer (and/or Town of Farragut) for review and approval. The Testing Plan shall be submitted a minimum of 60 calendar days prior to the scheduled start of the test. Within 30 calendar days of receipt, Engineer will review the Testing Plan and either approve or identify revisions that are required for approval. The Contractor shall then submit the revised Testing Plan. This process shall repeat until the Engineer approves the Testing Plan.

At minimum, three (3) separate tests shall be performed by the Contractor:

- Field Acceptance Tests (FATs), to demonstrate compliance with the project specifications and manufacturer standards. The Contractor shall perform FATs at each field site as required by the Engineer.
- TOC Integration Testing, to be performed at the TOC, to demonstrate that proper network communications are present and functional between the TOC and the field devices within the system.
- 60-day System Acceptance Testing (SAT), to verify proper operations and TOC control of all field devices installed under the Contract for 60 calendar days.

These three (3) separate tests are in addition to any testing requirements identified in specifications for the equipment installed. Other testing requirements including, but not limited to, manufacturer testing and certification prior to shipment or other testing prior to the equipment arrival on-site is still applicable.

All devices shall be tested and installed using vendor and off-the-shelf software. It is the responsibility of the Contractor to provide all vendor and off-the-shelf software necessary to test all required functions.

For the System Acceptance Testing (SAT):

- The Contractor shall confirm that, for 60 consecutive calendar days, each device is performing properly and all devices in a communication channel perform properly as a network.
- Confirm at the end of the 60 days that all devices installed still perform properly.
- The SAT process shall not begin on any device in a communication channel until all devices in that channel have been completely integrated into the TOC.
- If any device does not operate properly during the 60-day timeframe of the SAT, corrective action shall be taken to restore the device to normal operation.
- If the device fails twice during the 60-day timeframe of the SAT, corrective action shall be taken to restore the device to normal operation, and the SAT timeframe shall restart for the full 60 consecutive calendar days.

The Contractor shall provide project documentation to the Town of Farragut prior to completion of the SAT. The documentation required shall include:

- User manuals for any new device/equipment/hardware installed under this project that is not currently in use by the Town
- Warranty information with the Town of Farragut listed as the owner for all equipment installed under this project
- As-built drawings including fiber optic splice diagrams

3. Construction Methods

System Integration shall be performed to provide a fully integrated and operational system comprised of the following components successfully and consistently functioning and communicating together:

- Ethernet Switch (Field Layer 2)
- Fiber Optic Network including patch panels and jumper cables
- Ethernet Switch (TOC Layer 3)

4. Measurement and Payment

The contract unit price shall be full compensation for all work specified in this section. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
725-28.20 SYSTEM INTEGRATION	LUMP SUM

Each item will be paid per each as follows:

1. 40% of the contract unit price upon approval of Field Acceptance Tests
2. Additional 30% of the contract unit price upon approval of TOC Integration Testing
3. Final 30% of the contract unit price upon approval of 60-day System Acceptance Testing

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director, Town Recorder

SUBJECT: Approval of Professional Services Agreement with Cannon & Cannon for Construction Engineering Inspection (CEI) Services for the Farragut Fiber Optic Infrastructure Project

INTRODUCTION: The purpose of this agenda item is to approve the Professional Services Agreement with Cannon & Cannon for Construction Engineering Inspection (CEI) Services for the Farragut Fiber Optic Infrastructure Project.

DISCUSSION: A request for qualifications for construction engineering inspection (CEI) services was advertised and bids received on November 27, 2024. The CEI will be related to the construction management of the ARPA funded fiber optic cable implementation project. The responsibilities of the selected firm will include construction inspections, progress meetings, and various reporting requirements. Cannon and Cannon were the most qualified for the project.

FINANCIAL SECTION: ARPA Fund-Broadband Infrastructure

Account Number: 316-41992-9450			
<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures & Contracts to Date</u>	<u>Remaining Amount</u>
\$2,195,416	\$150,000	\$1,473,104	\$572,312
Approved By: <u>A. Myers</u>			

RECOMMENDATION BY: Allison Myers, Finance Director, Town Recorder, for approval.

PROPOSED MOTION: To approve the Professional Services Agreement with Cannon & Cannon for Construction Engineering Inspection (CEI) Services, in the amount of \$150,000, for the Farragut Fiber Optic Infrastructure Project

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

NOTICE TO CONSULTANT ENGINEERS
REGARDING A REQUEST FOR QUALIFICATIONS AND LETTERS OF INTEREST
#2025-12
ARPA Funded Farragut Fiber Optic Cable Implementation
Farragut, Knox County

The Town of Farragut, Tennessee seeks to retain the services of a professional consultant engineering firm to provide services related to construction management of ARPA funded Fiber Optic Cable Implementation. The professional engineering consulting firm must be on TDOT's pre-approved list. Responsibilities of the professional consultant engineering firms include but are not limited to: (a) TDOT Local Programs coordination, (b) construction engineering and inspection (CEI) services, (c) Progress meetings, (d) General Services to include, assisting auditors with review of the project, submit to the Town a listing of personnel assigned to the project for review, (e) All reporting is completed in a timely manner and all certification documents are submitted to the Town department, (f) Testing for acceptance and training. (g) Review and sign off on all progress payments submitted by the contractor, (h) Receive and check the contractor's payrolls for conformance to Davis Bacon, (i) Submit a compilation of project records to the Town after project completion, (j) Prepare documentation and assist in the defense of the Town, (k) Consultant with Kimley-Horn to provide As-Builts. Items (a-k) will be awarded to one consulting firm.

For a more detailed scope of work, contact Anissa Pratte, Staff Accountant, at (865) 966-7057, or apratte@townoffarragut.org.

Firms may request consideration by submitting letter of interest along with qualifications (3 copies) to Anissa Pratte, 239 Jamestowne Blvd, Farragut, TN 37934. All letters of interest and qualifications must be received by the Town on or before **10:00 am, November 27th, 2024**. The letter of interest and qualifications shall indicate the scope of services to be completed by any sub-consultants.

Prequalification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at this internet address <https://www.tn.gov/tdot/business-redirect/consultantinfo.html>.

The Town will evaluate the qualifications for those submitting responses and will select one firm with which to attempt negotiations for the contracts. Each firm from which a response was received will be informed of their success or failure after the initial evaluation. The factors that will be considered in evaluation of proposals are:

- a. Past experience on other federally funded projects.
- b. Past experience with ARPA-funded projects.
- c. Demonstrated abilities with CEI on fiber optic installation projects.
- d. Qualifications and availability of staff.
- e. Demonstrated ability to meet schedules.
- f. Evaluations on prior projects.
- g. Amount of work under contract and other clients.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by the Town of Farragut.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **Cannon & Cannon, Inc.**(“Contractor”) for professional services for the assignment described as follows:

Project: Farragut Fiber Optic Implementation CEI

Location: Various Roadways, Farragut, TN

Description of Project: CEI and construction management services for the Farragut Fiber Optic Implementation.

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: An hourly not to exceed fee of \$150,000.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Town Administrator and shall complete construction inspection and administration throughout the duration of the Construction Phase that is due to be completed by June 30, 2026.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to the Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time-to-time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Town Administrator before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Cannon & Cannon, Inc.

By: Tyler Martin

Printed
Name: Tyler Martin

Title: Team Leader

Date: December 04, 2024

AMERICAN RESCUE PLAN ACT

Contract Clauses required under 2 CFR Part 200 and Appendix II to 2CFR Part 200

The following provisions apply to this Contract, are part of the Contract documents, and control over any conflicting provisions to other contract provisions:

(1) VIOLATION OR BREACH OF CONTRACT TERMS

See the following Contract provisions:

Liquidated Damages, see *(insert contract section of main Contract)*

Suspension of Work and Termination, see *(insert contract section of main Contract)*

Dispute Resolution, see *(insert contract section of main Contract)*

(2) EQUAL EMPLOYMENT OPPORTUNITY

The provisions of this Section apply to “federally assisted construction contracts” as defined in 41 CFR Part 60-1.3

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(D) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Owner agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(3) CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The provisions of this section apply to construction contracts in excess of \$100,000 that use mechanics or laborers, as required by 40 U.S.C. 3702 and 3704 as supplemented by 29 CFR Part

5.

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work for the Contractor or subcontractor in excess of forty hours in a workweek for which he or she is employed by the Contractor/subcontractor unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate for all hours worked in excess of forty hours in such workweek.

Additionally, neither the Contractor or any subcontractor shall require any laborer or mechanic employed in the performance of the work under this Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation.

(4) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The provisions of this Section apply to contracts and subgrants of amounts in excess of \$150,000.

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q).
- (B) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- (C) The Contractor agrees to report each violation to the County. The Contractor and the County will, in turn, report each violation to the United States Treasury, and the Regional Office of the Environmental Protection Agency (EPA).

(5) DEBARMENT AND SUSPENSION

The provisions of this section apply to subcontracts with a value equal or in excess of \$25,000.

- (A) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”
- (B) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (C) The Contractor verifies and certifies the neither the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (as defined at 2 CFR 180.940) or disqualified (defined at 2CFR Section 180.935) from participating in this Contract.
- (D) The Contractor certifies and agrees to comply with 2 CFR Part 180, Subpart C throughout the term of the Contract and agrees to include a requirement to comply with these regulations in any lower tier covered transaction entered into by the Contractor with subcontractors.
- (E) These certifications are material representations of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C, in addition to the remedies available to the Owner, the Town of Farragut, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

(6) BYRD ANTI-LOBBYING AMENDMENT.

The provisions of this Section apply to contracts valued at \$100,000 or more.

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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.

(C) The Contractor 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.

(D) 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.

(7) PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(A) The Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(B) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(C) See Public Law 115-232, section 889 for additional information.

(D) See also 2 CFR 200.471.

(9) DOMESTIC PREFERENCES FOR PROCUREMENTS

(A) As appropriate and to the extent consistent with law, the County, given federal funds are being used to fund this Contract, informs the Contractor of the preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(B) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(10) UNIQUE ENTITY I.D.

All subrecipients and contractors receiving American Rescue Plan Act (ARPA) funds are required to have a Unique Entity ID (UEI), and have that number included as part of the reporting process. The UEI is the replacement for the previously used Data Universal Numbering System (DUNS) numbers and are issued by SAM.gov. There is no cost to the contractor to use this service. This number is utilized by the Federal Government to verify the legal name and location of businesses receiving Federal funding.



December 4, 2024

Anissa Pratte
Town of Farragut
Staff Accountant
11408 Municipal Center Drive
Farragut, TN 37934

RE: Proposal for CEI and Construction Management Services
Farragut Fiber Optic Implementation CEI

Dear Anissa:

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this proposal to provide CEI and construction management services for the ARPA fiber optic implementation in Farragut, Tennessee. In accordance with your request, the following is a summary of our proposed scope of work, fee structure, and project schedule.

SCOPE OF WORK

Our understanding is that the Town of Farragut (the Town) desires to construct a new 144 fiber to serve parks and other Town owned areas. The Town has asked CCI to prepare a proposal to prepare perform construction administration and RPR inspection for the construction of the fiber build. The scope of work will consist of construction management and coordination with contractor and the Town. CCI will coordinate with LCUB and all communication companies during the make ready construction phase. CCI will provide RPR inspection during the construction phase. The following is a detailed description of our proposed scope of services for this effort.

Task 1 – Construction Services

1.1 Construction Administration

CCI will provide limited construction administration services to assist the Town and contractor when building the proposed improvements. These services will include the following as needed:

- Facilitate the preconstruction meeting.
- Facilitate the construction status meetings, as appropriate.
- Coordination with LCUB on status of power make ready and pole changeouts.



- Coordination with all communication companies on sequencing of make ready work and scheduling.
- Facilitate meetings between contractor, LCUB, and communication companies on status of make ready if necessary.

1.2 - Construction Inspection (Resident Project Representative)

The construction of the project is anticipated to take 120 working days after material procurement is completed. Once the project goes to construction, CCI will act as the Engineer's liaison to Contractor in the field. This task will encompass the following:

- a. Review the progress schedule, submittal schedule, and other schedules prepared by Contractor and consult with Engineer concerning acceptability
- b. Facilitate meetings with Contractor, including pre-construction conference, progress meetings, job conferences. Prepare meeting minutes and distributed to meeting attendees.
- c. Serve as the Engineer's liaison with Contractor, working through the superintendent or foreman, and assist in understanding the intent of the Contract documents.
- d. Receive construction drawings and samples for Engineer inspection.
- e. Conduct on-site observations of the work in progress to assist Engineer in determining if the work is, in general, proceeding in accordance with the Contract documents. The Resident Project Representative shall report to Engineer whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The Resident Project Representative shall accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Engineer.
- f. Report to Engineer in writing when clarifications and interpretations of the Contract documents are needed.
- g. Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to Engineer.
- h. Maintain at the job-site orderly files for correspondence, reports of job conferences, construction drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.



- i. Keep a diary and log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- j. Keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.
- k. Report immediately to Engineer and Owner upon the occurrence of any accident.
- l. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer
- m. Verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
- n. Conduct a final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected. The Resident Project Representative shall observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- o. Limitations of Authority.
 - a. The Resident Project Representative shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract documents.
 - b. The Resident Project Representative shall not undertake any of the responsibilities of the Contractor, subcontractor, or Contractor's superintendent.
 - c. The Resident Project Representative shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
 - d. The Resident Project Representative shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
 - e. The Resident Project Representative shall not authorize Owner to occupy the Project in whole or in part.
 - f. The Resident Project Representative shall not participate in specialized field or laboratory tests or inspections conducted by others except specifically authorized by Engineer in writing.

Full-time in-person inspection will not be provided during the procurement of materials, when no construction is occurring on site. This material procurement period is anticipated to be less than 3 months. If work exceeds the anticipated construction duration of 120 working days or the assumed material



procurement period of 3 months, CCI will request written approval from the Client to continue to provide construction assistance as part of additional services for an additional fee.

FEE STRUCTURE

Task 1.1: Construction Administration	\$ 21,690.00
Task 1.2: RPR Inspection	\$128,310.00
Total Contract Amount	\$150,000.00

Based on our understanding of this project, the proposed budget for the scope of the work described is **\$150,000.00**. CCI will invoice this amount on an hourly basis not to exceed, with monthly invoices to be issued in accordance with monthly completion of the project. Additional services that may become necessary beyond the project scope of work will be invoiced on an hourly basis at the then-current CCI standard hourly rates. In the unforeseen event the scope of work significantly changes requiring an amended budget, a revised proposal will be submitted for your approval prior to proceeding.

ADDITIONAL SERVICES

The following services are not included in this proposal and may require an amended budget:

- Permitting and Easement Acquisition
- Traffic Control
- CEI TDOT Documentation for Local Programs
- Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size and/or complexity, changes required due to unwillingness/refusal of property owner grant easement, CLIENT’s schedule, character of construction or method of financing.
- Survey
- Staking poles or easements
- Preparation or review of environmental assessments and impact statements.

PROJECT SCHEDULE

CCI will begin work once the contract is executed and authorization to proceed is issued by the Town. CCI will begin coordination with LCUB to start the make ready work. CCI anticipates the work to be completed by June 30, 2026 depending the make ready construction and fiber construction timeline. If the construction timeline exceeds the June 30, 2026 date then the inspection and construction administration could continue with approval of the Town at the current CCI rate schedule. Hourly rates and mileage rates are subject to change.



This proposal is valid for 90 days from the date this letter was sent for your review. The budget and timeframe for this proposal shall be renegotiated if it hasn't been signed within this period of time.

We look forward to working with you on this project. Please do not hesitate to contact us with any questions or if you require additional information.

Sincerely,

A handwritten signature in black ink that reads "Tyler Martin". The signature is written in a cursive, flowing style.

Tyler Martin
Team Leader



SCHEDULE OF CHARGES – HOURLY RATE BASIS

FIBER AND BROADBAND PROJECT MANAGEMENT & DESIGN

Project Manager III	\$165.00 per hour
Project Manager II.....	\$155.00 per hour
Project Manager I	\$145.00 per hour
Electrical/Fiber Project Engineer (PE)	\$175.00 per hour
GIS/CAD Designer III	\$140.00 per hour
GIS/CAD Designer II	\$120.00 per hour
GIS/CAD Designer I	\$100.00 per hour
Outside Plant (OSP) Designer III.....	\$140.00 per hour
Outside Plant (OSP) Designer II	\$120.00 per hour
Outside Plant (OSP) Designer I	\$100.00 per hour
Field Technician III	\$110.00 per hour
Field Technician II	\$95.00 per hour
Field Technician I	\$85.00 per hour
Inspector	\$115.00 per hour
ROW Agent	\$95.00 per hour
Project Technician I	\$100.00 per hour

FIELD SURVEYING

Senior Project Manager.....	\$235.00 per hour
Project RLS.....	\$170.00 per hour
Senior Survey Technician.....	\$160.00 per hour
Field Crew.....	\$180.00 per hour
UAV Lidar Services	\$1,800.00 per site per day
• Clean Site Processing	\$150.00 per acre
• Obscured Site Processing	\$250.00 per acre
Survey Technician.....	\$125.00 per hour

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

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project-by-project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

Effective: June 2024



SCHEDULE OF CHARGES – HOURLY RATE BASIS

ELECTRIC PROJECT MANAGEMENT & DESIGN

Senior Electrical Project Manager.....	\$240.00 per hour
Electrical Project Manager.....	\$215.00 per hour
Senior Electrical Project Engineer.....	\$195.00 per hour
Electrical Project Engineer.....	\$180.00 per hour
Senior Electrical Engineering Designer.....	\$160.00 per hour
Electrical Engineering Designer.....	\$145.00 per hour
Project Technician II.....	\$125.00 per hour
Project Technician I	\$105.00 per hour

FIELD SURVEYING

Senior Project Manager.....	\$235.00 per hour
Project RLS.....	\$170.00 per hour
Senior Survey Technician.....	\$160.00 per hour
Field Crew.....	\$180.00 per hour
UAV Lidar Services	\$1,800.00 per site per day
• Clean Site Processing	\$150.00 per acre
• Obscured Site Processing	\$250.00 per acre
Survey Technician.....	\$125.00 per hour

CONSTRUCTION PHASE SERVICES & ASSESSMENTS

Senior Project Manager.....	\$235.00 per hour
Project Manager	\$210.00 per hour
Senior Project Engineer.....	\$185.00 per hour
Project Engineer.....	\$175.00 per hour
Construction/RPR Manager	\$150.00 per hour
Resident Project Representative III.....	\$120.00 per hour
Resident Project Representative II.....	\$110.00 per hour
Resident Project Representative I.....	\$100.00 per hour
Project Technician II.....	\$120.00 per hour
Project Technician I	\$100.00 per hour

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

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project-by-project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

Effective: June 2024

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** Allison Myers, Finance Director/Town Recorder**SUBJECT:** Approval of Utility Make Ready Work Agreements for Farragut Fiber Optic Cable Infrastructure Project**INTRODUCTION:** The purpose of this agenda item is to approve the Utility Make Ready Work Agreements for the Farragut Fiber Optic Cable Infrastructure Project**DISCUSSION:** The project design consultants, Kimley Horn, Inc, have developed the plans and specifications for the project. A considerable amount of work will be required of overhead utilities to move prior to mounting the Town's fiber optic cabling installation.

<u>Utility</u>	<u>Scope</u>	<u>Estimated Cost</u>
AT&T	Relocation of approximately 5 cables	\$15,310
Charter	Relocation of approximately 110 cables	\$55,000
LCUB	Relocation of approximately 190 cables and replacement of approximately 17 poles	\$407,000
Verizon	Relocation of approximately 50 cables	\$10,000
TDS	Relocation of approximately 150 cables	\$75,000
WOW	Relocation of approximately 20 cables	\$10,000

FINANCIAL SECTION: ARPA Fund-Broadband Infrastructure

Account Number: 316-41992-9450

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures & Contracts</u> <u>to Date</u>	<u>Remaining Amount</u>
\$2,195,416	\$572,310	\$1,623,104	\$0.00

Approved By: A. Myers**RECOMMENDATION BY:** Allison Myers, Finance Director/Town Recorder, for approval.**PROPOSED MOTION:** To approve the Utility Make Ready Work Agreements for Farragut Fiber Optic Cable Infrastructure Project.**BOARD ACTION:****MOTION BY:** _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>CAIN</u>	<u>WHITE</u>	<u>MEYER</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



December 12, 2024

Jay Frazier
AT&T – BellSouth Telecommunications, LLC
9733 Parkside Drive
Knoxville, TN 37922
Via email at: jf092g@att.com

Re: Utility Make Ready Work Agreement

Farragut Fiber Optic Cable Implementation Project; Farragut, TN; Knox County

Dear Jay,

The Town of Farragut plans to construct the subject project. The project scope is as follows:

Construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut fiber network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown on the Plans.

For said project to be constructed it will be necessary for AT&T (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Watt Road from Kingston Pike to Mayor Bob Leonard Park, McFee Road / Old Stage Road / Coach Road from Boyd Station Road to Kingston Pike, Smith Road / Grigsby Chapel Road from Kingston Pike to Campbell Station Road, Fretz Road from Grigsby Chapel Road to Farragut Public Works Building, Turkey Creek Road from Anchor Park to Concord Road, and Kingston Pike from Concord Road to Lovell Road.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of approximately 5 cables.

An estimated cost of **\$15,310.38** has been established to perform the relocation of Utility facilities. The estimated cost of **\$15,310.38** shall be reimbursed to Utility by the Town of Farragut.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,

Ron Williams, Mayor
Town of Farragut

Attachments: AT&T Letter of Agreement for Custom Work and Estimate of Actual Cost

TOWN OF FARRAGUT:

UTILITY:

AT&T

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT**

November 13, 2024

CWO- 35736

Project Number: A0511TS

Customer Name: TOWN OF FARRAGUT

Billing Address: 11408 MUNICIPAL CENTER DRIVE,FARRAGUT,TN,37934

Contact Name: ALLISON MYERS

Contact email Address: AMYERS@TOWNOFFARRAGUT.ORG

Contact Phone Number: (865) 966-7057

Site Location: N WATT RD, FARRAGUT, TN 37934,

AT&T has received a request from you to perform the following work:

MAKE READY WORK

<i>Estimated Actual Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 1,369.23
MATERIAL COST	\$ 187.54
CONSTRUCTION LABOR	\$ 13,753.61
CONTRACTOR COST	\$ 0.00
MISC. COST	\$ 0.00
Estimated Contract Price	\$ 15,310.38
<i>Less Credits/Payments</i>	<i>\$ 500.00</i>
Estimated Balance Due	\$ 14,810.38

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.

CUSTOM WORK AGREEMENT

CWO-35736

Project Number: A0511TS

This Custom Work Agreement ("Agreement") is entered into by and between

BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and
TOWN OF FARRAGUT (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from November 13, 2024 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO- 35736

Project Number: A0511TS

Date Quote Expires: 1/13/2025

AT&T Design Engineer: LANE, CASEY <cl9315@att.com

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Tom Adams

Digitally signed by Tom Adams
Date: 2024.11.13 09:42:53 -06'00'

CWO Manager

Title:

Phone Number: (262) 527-0040

Company:

Email Address: TA1863@ATT.COM

Printed Name:

Date: November 13, 2024

Date:

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186



December 12, 2024

Billy Click
Charter Communications
1774 Henry G Lane Street
Maryville, TN 37801
Via email at: billy.click@charter.com

Re: Utility Make Ready Work Agreement

Farragut Fiber Optic Cable Implementation Project; Farragut, TN; Knox County

Dear Billy,

The Town of Farragut plans to construct the subject project. The project scope is as follows:

Construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut fiber network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown on the Plans.

For said project to be constructed it will be necessary for Charter Communications (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Watt Road from Kingston Pike to Mayor Bob Leonard Park, McFee Road / Old Stage Road / Coach Road from Boyd Station Road to Kingston Pike, Smith Road / Grigsby Chapel Road from Kingston Pike to Campbell Station Road, Fretz Road from Grigsby Chapel Road to Farragut Public Works Building, Turkey Creek Road from Anchor Park to Concord Road, and Kingston Pike from Concord Road to Lovell Road.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of approximately 110 cables.

An estimated cost of **\$55,000** has been established to perform the relocation of Utility facilities. The estimated cost of **\$55,000** shall be reimbursed to Utility by the Town of Farragut.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,

Ron Williams, Mayor
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

UTILITY:

Charter Communications

By: _____

Printed
Name: _____

Title: _____

Date: _____



December 12, 2024

John Wheeler
Lenoir City Utilities Board
7698 Creekwood Park Boulevard
Lenoir City, TN 37771
Via email at: jwheeler@lcub.com

Re: Utility Make Ready Work Agreement

Farragut Fiber Optic Cable Implementation Project; Farragut, TN; Knox County

Dear John,

The Town of Farragut plans to construct the subject project. The project scope is as follows:

Construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut fiber network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown on the Plans.

For said project to be constructed it will be necessary for Lenoir City Utilities Board (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Watt Road from Kingston Pike to Mayor Bob Leonard Park, McFee Road / Old Stage Road / Coach Road from Boyd Station Road to Kingston Pike, Smith Road / Grigsby Chapel Road from Kingston Pike to Campbell Station Road, Fretz Road from Grigsby Chapel Road to Farragut Public Works Building, Turkey Creek Road from Anchor Park to Concord Road, and Kingston Pike from Concord Road to Lovell Road.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Per this make ready design, Utility shall replace approximately 17 poles and relocate to new poles or adjust the attachment height on existing poles of approximately 190 cables.

An estimated cost of **\$407,000** has been established to perform the relocation of Utility facilities. The estimated cost of **\$407,000** shall be reimbursed to Utility by the Town of Farragut.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,

Ron Williams, Mayor
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

UTILITY:

Lenoir City Utilities Board

By: _____

Printed
Name: _____

Title: _____

Date: _____



December 12, 2024

Russell Jones
TDS Telecom
10201 Upper Ridge Way
Knoxville, TN 37932
Via email at: russell.jones@tdstelecom.com

Re: Utility Make Ready Work Agreement

Farragut Fiber Optic Cable Implementation Project; Farragut, TN; Knox County

Dear Russell,

The Town of Farragut plans to construct the subject project. The project scope is as follows:

Construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut fiber network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown on the Plans.

For said project to be constructed it will be necessary for TDS Telecom (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Watt Road from Kingston Pike to Mayor Bob Leonard Park, McFee Road / Old Stage Road / Coach Road from Boyd Station Road to Kingston Pike, Smith Road / Grigsby Chapel Road from Kingston Pike to Campbell Station Road, Fretz Road from Grigsby Chapel Road to Farragut Public Works Building, Turkey Creek Road from Anchor Park to Concord Road, and Kingston Pike from Concord Road to Lovell Road.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of approximately 150 cables.

An estimated cost of **\$75,000** has been established to perform the relocation of Utility facilities. The estimated cost of **\$75,000** shall be reimbursed to Utility by the Town of Farragut.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.



December 12, 2024

Carl Diggs
WOW!
10115 Sherill Boulevard
Knoxville, TN 37932
Via email at: carl.diggs@wowinc.com

Re: Utility Make Ready Work Agreement

Farragut Fiber Optic Cable Implementation Project; Farragut, TN; Knox County

Dear Carl,

The Town of Farragut plans to construct the subject project. The project scope is as follows:

Construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut fiber network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown on the Plans.

For said project to be constructed it will be necessary for WOW! (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Watt Road from Kingston Pike to Mayor Bob Leonard Park, McFee Road / Old Stage Road / Coach Road from Boyd Station Road to Kingston Pike, Smith Road / Grigsby Chapel Road from Kingston Pike to Campbell Station Road, Fretz Road from Grigsby Chapel Road to Farragut Public Works Building, Turkey Creek Road from Anchor Park to Concord Road, and Kingston Pike from Concord Road to Lovell Road.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of approximately 20 cables.

An estimated cost of **\$10,000** has been established to perform the relocation of Utility facilities. The estimated cost of **\$10,000** shall be reimbursed to Utility by the Town of Farragut.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,

Ron Williams, Mayor
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

UTILITY:

WOW!

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sincerely,

Ron Williams, Mayor
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

UTILITY:

TDS Telecom

By: _____

Printed
Name: _____

Title: _____

Date: _____



December 12, 2024

Scotty Skidmore
Verizon Business
603 Warehouse Park Lane
Knoxville, TN 37932
Via email at: scotty.skidmore@verizon.com

Re: Utility Make Ready Work Agreement

Farragut Fiber Optic Cable Implementation Project; Farragut, TN; Knox County

Dear Scotty,

The Town of Farragut plans to construct the subject project. The project scope is as follows:

Construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut fiber network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown on the Plans.

For said project to be constructed it will be necessary for Verizon Business (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Watt Road from Kingston Pike to Mayor Bob Leonard Park, McFee Road / Old Stage Road / Coach Road from Boyd Station Road to Kingston Pike, Smith Road / Grigsby Chapel Road from Kingston Pike to Campbell Station Road, Fretz Road from Grigsby Chapel Road to Farragut Public Works Building, Turkey Creek Road from Anchor Park to Concord Road, and Kingston Pike from Concord Road to Lovell Road.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of approximately 50 cables.

An estimated cost of **\$10,000** has been established to perform the relocation of Utility facilities. The estimated cost of **\$10,000** shall be reimbursed to Utility by the Town of Farragut.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,

Ron Williams, Mayor
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

UTILITY:

Verizon Business

By: _____

Printed
Name: _____

Title: _____

Date: _____



December 12, 2024

Tommy Rayfield
Windstream Communications
102 Hillview Drive
Linden, TN 37096
Via email at: tommy.rayfield@windstream.com

Re: Utility Make Ready Work Agreement

Farragut Fiber Optic Cable Implementation Project; Farragut, TN; Knox County

Dear Tommy,

The Town of Farragut plans to construct the subject project. The project scope is as follows:

Construction, installation, and testing of new fiber optic communications equipment that will expand the existing Farragut fiber network. The new fiber optic cables will be spliced to existing fiber optic cables or terminated in new patch plans inside buildings as shown on the Plans.

For said project to be constructed it will be necessary for Windstream Communications (herein "Utility") to relocate certain of its facilities in order to make ready poles owned by Lenoir City Utilities Board (LCUB) in order for the Town of Farragut to construct overhead fiber on these poles. The limits of the aerial fiber and make ready work are Watt Road from Kingston Pike to Mayor Bob Leonard Park, McFee Road / Old Stage Road / Coach Road from Boyd Station Road to Kingston Pike, Smith Road / Grigsby Chapel Road from Kingston Pike to Campbell Station Road, Fretz Road from Grigsby Chapel Road to Farragut Public Works Building, Turkey Creek Road from Anchor Park to Concord Road, and Kingston Pike from Concord Road to Lovell Road.

The Town of Farragut is liable for the required relocation of facilities on these poles that are directly related to making pole space available for the Town's fiber attachment. The Town of Farragut is not liable for utility betterment costs, which may include but is not limited to, replacement of poles due to poor condition or relocation of facilities on poles due to existing violations of the National Electrical Safety Code (NESC).

Cannon & Cannon, Inc. (CCI), on behalf of the Town of Farragut, has submitted a make ready design to Utility. Per this make ready design, Utility shall relocate to new poles or adjust the attachment height on existing poles of approximately 1 cable.

An estimated cost of **\$0** has been established to perform the relocation of Utility facilities. The estimated cost of **\$0** shall be reimbursed to Utility by the Town of Farragut.

Utility agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. Utility shall defend, indemnify and hold the Town of Farragut harmless from any claims of third parties for property damage and personal injury resulting from Utility's work in relocating its facilities as described herein.

Sincerely,

Ron Williams, Mayor
Town of Farragut

Attachments: N/A

TOWN OF FARRAGUT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

UTILITY:

Windstream Communications

By: _____

Printed
Name: _____

Title: _____

Date: _____