

BMA Strategic Planning Retreat Minutes

January 24, 2025

The Farragut Board of Mayor and Aldermen, along with Town staff and community members, gathered at the Turkey Creek Medical Center on January 24, 2025, for a strategic planning workshop to discuss priorities to consider for 2025. The priorities for the 2025 Strategic Plan will be presented for approval at an upcoming Board of Mayor and Aldermen meeting.

BMA Meeting Minutes

January 23, 2025

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, absent; Alderman White, yes; Mayor Williams, yes; in addition to staff and member of the press.

Approval of Agenda

Motion was made to approve the amended agenda with the deletion of item V.B.2. Approval of Resolution R-2025-02, Town of Farragut Purchasing Policy. Moved by Alderman White, seconded by Alderman Cain; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; no nays; Vice-Mayor Meyer was absent, motion passed.

Approval of Minutes

Motion was made to approve the minutes of January 9, 2025, as presented. Moved by Alderman Burnette, seconded by Alderman White; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; no nays; Vice-Mayor Meyer was absent, motion passed.

Mayor's Report

Mayor Williams thanked the planning commission and staff for the work put into the Mixed-Use Town Center Vision Plan.

Alderman Burnette reported that Candace Viox had been recognized as an inspiring community leader and selected by Lori Tucker at WATE-TV to receive the prestigious Remarkable Woman Honor. Mr. Burnette also asked that the board review the traffic calming policy and possibly revise the section for the parental responsibility zone.

Ordinances & Resolutions

Ordinances

Public Hearing and Second Reading

Ordinance 24-24, an ordinance to amend the Farragut Zoning Map for the property at 12823 Kingston Pike (formerly Summit View Nursing Home) from General Commercial (C-1) to Community Service (S-1), 5 Acres (Benefield Richters, Applicant)

Motion was made to approve Ordinance 24-24 on second and final reading. Moved by Alderman White, seconded by Alderman Burnette; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, absent; Alderman White, yes; Mayor Williams, yes; motion passed.

Ordinance 25-01, an ordinance to amend the Farragut Municipal Code, Chapter 105 - Buildings and Building Regulations, Article 2. – International Building Code, Section 105-20. – Modifications, Subsection (f), to use the International Building Code for the requirement for a sprinkler system for structures in excess of 7,000 gross square feet or more than two stories that are Type I or II Construction and a Mercantile Occupancy Type (Town of Farragut, Applicant)

Motion was made to approve Ordinance 25-01 on second and final reading. Moved by Alderman Burnette, seconded by Alderman Cain; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, absent; Alderman White, yes; Mayor Williams, yes; motion passed.

Resolution

Approval of Resolution R-2025-01, Town of Farragut Capital Assets Policy

Motion was made to approve Resolution R-2025-01. Moved by Alderman White, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; no nays; Vice-Mayor Meyer was absent, motion passed.

Approval of Resolution R-2025-03, Appointment of Municipal Judge

Motion was made to approve Resolution R-2025-03, Appointment of G. Keith Alley as the Town of Farragut Municipal Judge. Moved by Alderman White, seconded by Mayor Williams; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; no nays; Vice-Mayor Meyer was absent, motion passed.

Business Items

Approval of Bids and Award of Contract No. 2025-11, Campbell Station Inn Interior Renovation

Motion was made to award Contract 2025-11, Campbell Station Inn Interior renovation project to Hickory Construction Inc. for its base bid and all alternate bids in the amount of \$683,060 and authorize the town administrator to approve any change orders up to a total of \$25,000 before requiring authorization by the Farragut Board of Mayor and Aldermen. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Aldermen Burnette, Cain, and White; no nays; Vice-Mayor Meyer was absent, motion passed.

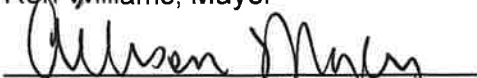
Town Attorney's Report

The meeting adjourned at 6:25 PM for an executive session.

The meeting was reconvened at 6:48 PM. Tom Hale, Town Attorney, announced there was no discussion or deliberation.

The meeting adjourned at 6:49 PM.


Ron Williams, Mayor


Allison Myers, Town Recorder



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

AGENDA
January 23, 2025

BEER BOARD MEETING
5:55 PM

BMA MEETING
6:00 PM

- I. Roll Call, Silent Prayer, Pledge of Allegiance**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. January 9, 2025**
- IV. Mayor's Report**
- V. Ordinances & Resolutions**
 - A. Ordinances**
 - 1. Public Hearing and Second Reading**
 - a) Ordinance 24-24**, an ordinance to amend the Farragut Zoning Map for the property at 12823 Kingston Pike (formerly Summit View Nursing Home) from General Commercial (C-1) to Community Service (S-1), 5 Acres (Benefield Richters, Applicant)
 - b) Ordinance 25-01**, an ordinance to amend the Farragut Municipal Code, Chapter 105 - Buildings and Building Regulations, Article 2. – International Building Code, Section 105-20. – Modifications, Subsection (f), to use the International Building Code for the requirement for a sprinkler system for structures in excess of 7,000 gross square feet or more than two stories that are Type I or

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It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

II Construction and a Mercantile Occupancy Type (Town of
Farragut, Applicant)

B. Resolution

1. Approval of Resolution R-2025-01, Town of Farragut Capital Assets Policy
2. Approval of Resolution R-2025-02, Town of Farragut Purchasing Policy
3. Approval of Resolution R-2025-03, Appointment of Municipal Judge

VI. Business Items

- A. Approval of Bids and Award of Contract No. 2025-11, Campbell Station Inn Interior Renovation

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.



FARRAGUT BEER BOARD AGENDA

Farragut Community Center
239 Jamestowne Blvd

January 23, 2025
5:55 PM

- I. Approval of Minutes
 - A. September 26, 2024
- II. Beer Permit
 - A. Approval of Class 1, On Premise beer permit for Flying Biscuit, 11683 Parkside Drive

FARRAGUT BEER BOARD MINUTES

Farragut Community Center
239 Jamestowne Blvd

September 26, 2024
5:50 PM

The meeting was called to order at 5:50 PM. Members present; Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent.

Election of Officers

Chairman-Motion was made to appoint Alderman Burnette as chairman. Moved by Mayor Williams, seconded by Alderman White; voting yes; Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Vice-Chairman- Motion was made to appoint Alderman Cain as vice-chairman. Moved by Alderman White, seconded by Mayor Williams; voting yes; Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Secretary- Motion was made to appoint Alderman White as secretary. Moved by Alderman Cain, seconded by Mayor Williams; voting yes; Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Approval of Minutes

Motion was made to approve the minutes of June 27, 2024, as presented. Moved by Alderman White, seconded by Mayor Williams; voting yes; Mayor Williams, Aldermen Burnette, and White; Alderman Cain abstained; Vice-Mayor Meyer was absent; no nays; motion passed.

Beer Permit

Approval of Class 6, Special Occasion Beer Permit for St. John Newmann Catholic Church, 633 St. John Court

Motion was made to approve Class 6, Special Occasion Beer Permit for St. John Newmann Catholic Church, 633 St. John Court. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes; Mayor Williams, Aldermen Burnette, Cain, and White; Vice-Mayor Meyer was absent; no nays; motion passed.

Drew Burnette, Chairman

Allison Myers, Town Recorder

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Class 1, On Premise Beer Permit for Flying Biscuit Café, 11683 Parkside Drive

DISCUSSION: The purpose of this agenda item is the approval of a Class 1, On Premise Beer Permit for Flying Biscuit Café, 11683 Parkside Drive.

The applications and information are in order.

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

PROPOSED MOTION:
To approve a Class 1, On Premise Beer Permit for Flying Biscuit Café, 11683 Parkside Drive, subject to obtaining a certificate of occupancy.

BOARD ACTION:

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

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

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

- Reason for application: New Business ☒ New Ownership ☐ Name Change ☐ Other ☐
- Type of permit requested, please circle all that apply:

Class 1 On-Premise

Class 2 On-Premise, Other

Class 3 On-Premise, Hotel/Motel

Class 4 On-Premise, Tavern

Class 5 Off-Premise

Class 6, Special Occasion

- Name of Applicant(s) (Owner(s) of Business) CHRIS COMPTON

- Type of applicant (check one):

Person ☒ Firm ☐ Corporation ☐ Joint-Stock Company ☐ Syndicate ☐ Other ☐

- List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

CHRIS COMPTON

- Applicant's present home address:

1415 CHARLOTTEVILLE BLVD KNOXVILLE TN 37922

- Date of Birth 3-12-72 Home Telephone Number ---

Business Telephone Number --- Social Security Number ---

- Representative Email Address: CHRISCOMPTON4521@gmail.com

- Under what name will the business operate? Flying Biscuit Cafe

- Business address 11683 Parkside Dr Knoxville TN 37934

Business Telephone number TBD Cell 904-303-1042

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:

CHRIS COMPTON CHRIS.COMPTON4521@GMAIL.COM
1415 CHARLOTTEVILLE BLVD, KNOXVILLE TN 37922

12. Information of any manager, other than the applicant:

Name: Alejandra Compton Birth Date: 9-19-85
Address: 1415 Charlotteville Blvd Knoxville TN 37922
Phone Number: 865-964-0607

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: Yes ✓ No. If yes, give particulars of each charge, court, and date convicted.

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? NO If so, specify, where, when, and why:

15. Name and address of property owner, if other than the business owner:

n/a

16. What is the name and address of the Church (or other place of worship) nearest to your business?

Grigsby Chapel United Methodist 11603 Grigsby Chapel Rd Farragut TN

17. What is the name and address of the school nearest to your business?

Farragut Primary 509 W Campbell Station Rd Farragut TN 37934

18. Special Occasion Event Name: n/a

Location of the special occasion event: _____

Event Date & Times: _____

Representative name & phone number: _____

Have you received a special event permit to hold the event in the Town of Farragut? _____

19. Tennessee Sales Tax Number: 1002558361-SLC

20. Town of Farragut Business License Number 5300

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

 Chris Conner
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 30 day of December, 2024.


Notary Public

My Commission Expires: 7-7-2027



Notice: A non-refundable \$250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY	
Application is hereby:	Approved _____ Denied _____
On this date:	_____, 20__
_____ Beer Board Chairman	_____ Town Recorder

BMA MEETING

January 9, 2025

MINUTES

WORKSHOP

5:30 PM

Campbell Station Inn Update

Halle Reid, Tourism Manager, presented a plan for offices and public use of the Campbell Station Inn.

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 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.

Approval of Minutes

Motion was made to approve the amended minutes of December 12, 2024. 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.

Presentation of Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2024

Travis Lowe, with Pugh CPA, gave an overview of the FY24 Annual Comprehensive Financial Report.

Mayor's Report

Founder's Day Proclamation-Mayor Williams read the Founder's Day Proclamation
Mayor Williams thanked the staff for the great Christmas activities throughout the season.

Ordinances & Resolutions

Ordinances

Public Hearing and Second Reading

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

Motion was made to approve Ordinance 24-23 on second and final reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

First Reading

Ordinance 24-24, an ordinance on first reading to amend the Farragut Zoning Map for the property at 12823 Kingston Pike (formerly Summit View Nursing Home) from General Commercial (C-1) to Community Service (S-1), 5 Acres (Benefield Richters, Applicant)

Motion was made to approve Ordinance 24-24 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Ordinance 25-01, an ordinance on first reading to amend the Farragut Municipal Code, Chapter 105 - Buildings and Building Regulations, Article 2. – International Building Code, Section 105-20. – Modifications, Subsection (f), to use the International Building Code for the requirement for a sprinkler system for structures in excess of 7,000 gross square feet or more than two stories that are Type I or II Construction and a Mercantile Occupancy Type (Town of Farragut, Applicant)

Motion was made to approve Ordinance 25-01 on first reading. Moved by Alderman Burnette, seconded by Alderman Cain; Roll call vote; Alderman Burnette, yes; Alderman Cain, yes; Vice-Mayor Meyer, yes; Alderman White, yes; Mayor Williams, yes; motion passed.

Business Items

Approval of a variance of 269 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 access for the Serenade at Farragut Neighborhood Commercial Development at 421 N. Watt Road, 30 Units, 9.2 Acres, Zoned Neighborhood/Convenience Commercial (NCC), (Robert Campbell & Associates, Applicant)

Motion was made to approve the variance of 269 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 proposed access for the Serenade at Farragut Neighborhood Commercial Development at 421 N. Watt Road. Moved by Alderman White, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Amendment 2 to the Professional Services Agreement between the Town and Civil and Environmental Consultants, Inc. for Additional Services for the Stormwater Mapping and Assessment Project.

Motion was made to approve amendment 2 to the professional services agreement with Civil & Environmental Consultants, Inc. for additional work related to the Town-wide stormwater infrastructure mapping and assessment project. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

Approval of Amendment 4 to the Professional Services Agreement between the Town and Kimley Horn and Associates, Inc. for Additional Design Services for Union Road Improvements

Motion was made to approve the Amendment 4 to the Professional Services Agreement between the Town and Kimley Horn and Associates, Inc. for Additional Design Services for Union Road Improvements. 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.

Town Attorney's Report

Tom Hale, Town Attorney, gave a status update on two lawsuits that the town is involved in.

The meeting adjourned at 6:52 PM.

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 24-24, an ordinance on second reading to amend the Farragut Zoning Map for the property at 12823 Kingston Pike (formerly Summit View Nursing Home) from General Commercial (C-1) to Community Service (S-1), 5 Acres (Benefield Richters, Applicant)

INTRODUCTION AND BACKGROUND: During discussion with the Planning Commission the staff noted that the applicant would like to re-purpose the former Summit View Nursing Home at the east intersection of N. Hobbs Road and Kingston Pike. The property is currently zoned General Commercial (C-1), and the applicant has requested that this be changed to Community Service (S-1) so that the inside of the building can be converted to an independent living and care facility for 65 residents.

In the Zoning Ordinance, an *independent living and care facility* is defined as “a residential use that could be single-family detached or attached to house older persons who are frail but not infirmed that require a lower-level assistance than residents in assisted-care living facilities. Independent living residents do not require assistance or acute nursing home care but rather receive limited services including, but not restricted to nursing care, meals, housekeeping, social programs, daily maintenance and other services. Such homes may be licensed by the State of Tennessee as homes for the aged and are intended to be residential in character and will generate lower levels of impact than traditional residential units. Independent care facilities may be part of a senior living community. The parcel or tract of land and the units within the facility shall remain under single ownership so that individual units are not transferable simple.”

The applicant’s plan is that no nursing staff will be on site. Each unit will have a living/sleeping area and bathroom but no cooking facilities. The existing dining and recreational facilities associated with the nursing home’s layout will remain. As referenced in the letter included in the packet from Amy Sherrill, the proposed use will comply with the existing parking layout. The 65-unit layout will require 72 spaces (65 bedrooms plus 7 guest spaces) and 73 parking spaces exist on the site.

DISCUSSION: Since the S-1 Zoning District can provide for large footprint institutional type facilities and serve as a transitional zoning district to abutting lower density residential, an application for a rezoning to S-1 shall include a Concept Layout Plan that clearly addresses the plan of development for the proposed rezoning area. However, as discussed with the Planning Commission, in the case of this project no external modifications are being made and the site is fully developed. The requirement for a Concept Layout Plan, at least to the extent of a new development, would not appear to be applicable in this case. The only item needed for the Concept Layout Plan and that was mentioned with the Planning Commission is the general location and type of transitional area for the portion of the site that abuts the property to the north that is zoned residential. Some options for the transition area were reviewed at the Planning Commission workshop discussion meeting in November.

In addition to examining different options for the transitional area, some other discussion points that were reviewed with the Planning Commission as part of the workshop discussion in November were the following:

1. The requested rezoning is consistent with the Future Land Use Map designation for this property. That designation is Civic/Institutional.

2. The requested rezoning would help address the strategy in the Comprehensive Land Use Plan of “Encouraging Greater Housing Choice.”
3. Multi-family residential is not a permitted use in the S-1 District. The use proposed would be an independent living and care facility with age restrictions and interior unit layouts that cater to this type of use.
4. Given the Town’s dependence on sales tax, the Town’s Strategic Plan includes a planning priority for identifying potential retailers to increase local sales tax revenue with remaining commercially zoned properties. The requested rezoning would rezone a property that is commercially zoned to a non-commercial zone.
5. Unlike a nursing home, the residents of the independent living and care facility would be able to support the Town’s tax base since they could leave the facility to shop, eat, recreate, etc.

RECOMMENDATION: Included in the packet is an updated Concept Layout Plan showing the location and type of transitional area proposed for the project where it abuts property that is zoned residential. The applicant has decided to provide a 35-foot-wide planted buffer strip as their type of transitional plan. This is one of the options permitted for a transitional area. Since the transition area width is required to be 50 feet, the plant material could be distributed over a wider area than is shown on their Concept Layout Plan. The applicant will be required to submit a landscape plan for this buffer strip for approval by the Visual Resources Review Board (VRRB). A completion letter of credit will also be required based on the plan approved by the VRRB to ensure that the buffer strip will be planted at the appropriate time to satisfy the transitional area requirement for the rezoning to the S-1 District.

At their meeting on December 19, 2024, the Planning Commission unanimously recommended approval of the requested rezoning. At the Board of Mayor and Alderman meeting on January 9, 2025, Ordinance 24-24 was unanimously approved on first reading. There have been no changes to Ordinance 24-24 since first reading and the staff recommends approval of Ordinance 24-24 on second reading. The rezoning is consistent with the Future Land Use Map and advances the strategy in the Town’s Comprehensive Land Use Plan of Encouraging Greater Housing Choice.

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

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: 24-24
PREPARED BY: Shipley
REQUESTED BY: Benefield Richters
CERTIFIED BY FMPC: December 19, 2024
PUBLIC HEARING: January 23, 2025
PUBLISHED IN: Farragut Press
DATE: January 8, 2025
1ST READING: January 9, 2025
2ND READING: January 23, 2025
PUBLISHED IN: Farragut Press
DATE: _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning the property at 12823 Kingston Pike from C-1 to S-1 (See Exhibit A).

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 by the Farragut Municipal Planning Commission (FMPC).

Scott Russ, Chairman

Shannon Preston, Secretary



Exhibit A Ordinance 24-24

Rezone of 12823 Kingston Pike
Parcel 151, Tax Map 04501

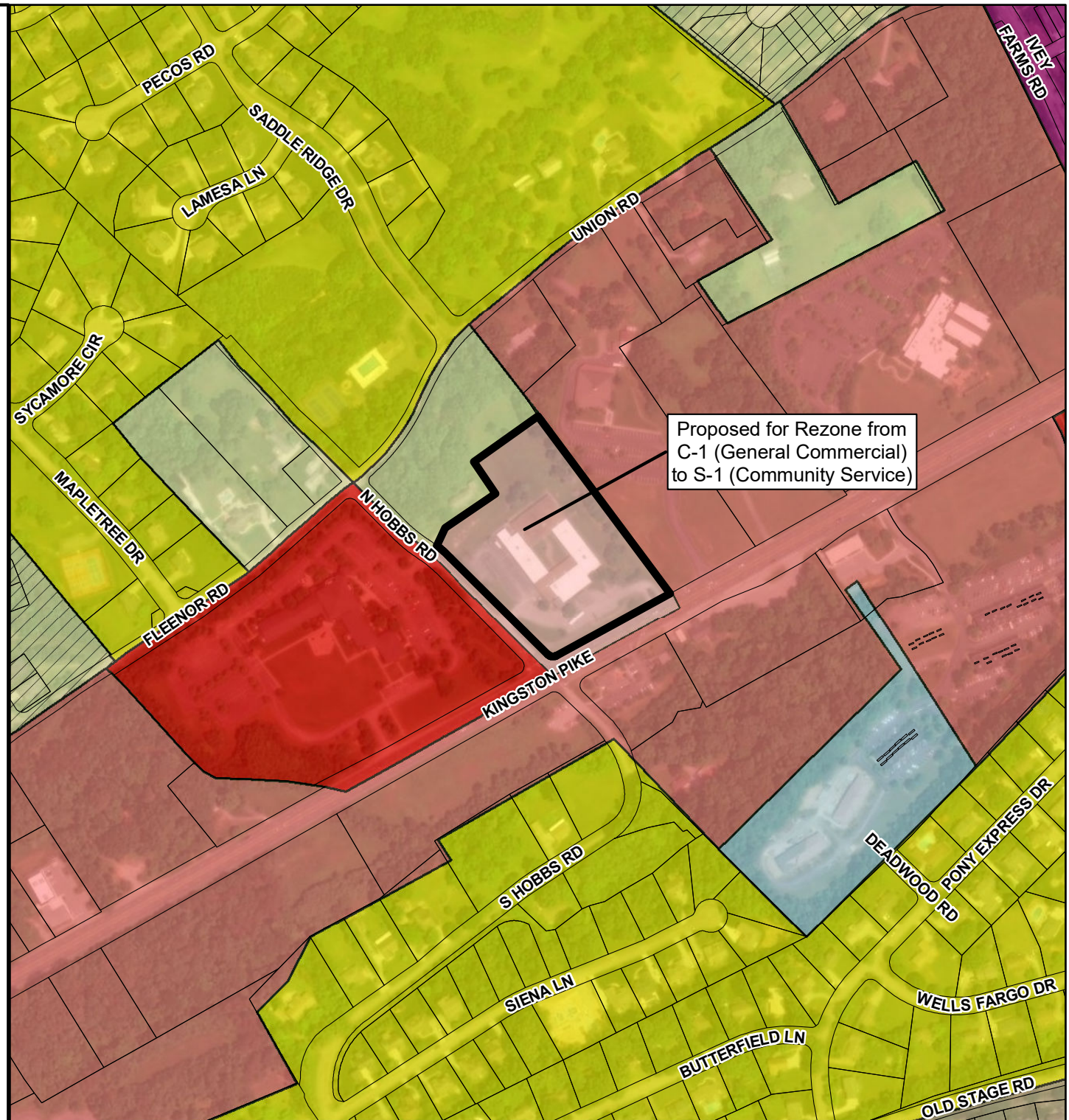
Proposed for Rezone from
C-1 (General Commercial)
to S-1 (Community Service)

Legend

- Parcels
- Subject Area
- Business District Four Story
- S-1, Community Service
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-3, Small Lot Single-Family Residential
- R-1/OSR, Open Space Residential Overlay
- O-1, Office
- Neighborhood/Convenience Commercial
- C-1, General Commercial
- C-1-3, General Commercial, Three Stories



1 in = 400 ft



RESOLUTION PC-24-20

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF THE PROPERTY AT 12823 KINGSTON PIKE FROM GENERAL COMMERCIAL (C-1) TO COMMUNITY SERVICE (S-1)

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 December 19, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 24-24 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Map, Ordinance 86-16, by rezoning the property at 12823 Kingston Pike from C-1 to S-1.

ADOPTED this 19th day of December 2024.

Scott Russ, Chairman

Shannon Preston, Secretary

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

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EXISTING AERIAL



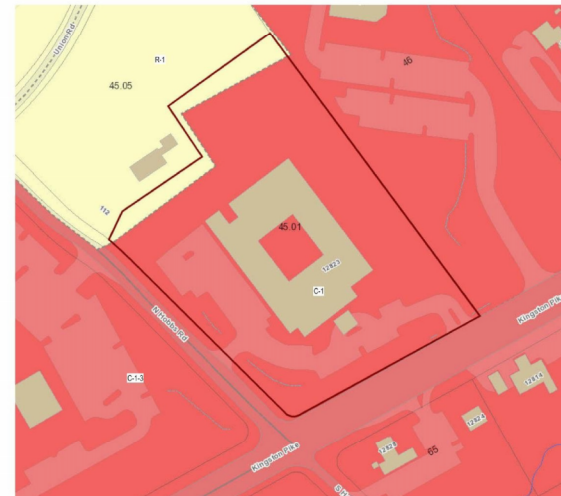
0 100' 200' 300'



EXISTING TOPOGRAPHY



0 100' 200' 300'



ZONING MAP



0 100' 200' 300'

benefield · richters

planning
architecture
902 North Central Street
Knoxville, TN 37917
(865) 637-7000

SUMMIT VIEW

12823 KINGSTON PIKE,
FARRAGUT, TN 37934

CONCEPT LAYOUT PLAN -
EXISTING CONDITIONS

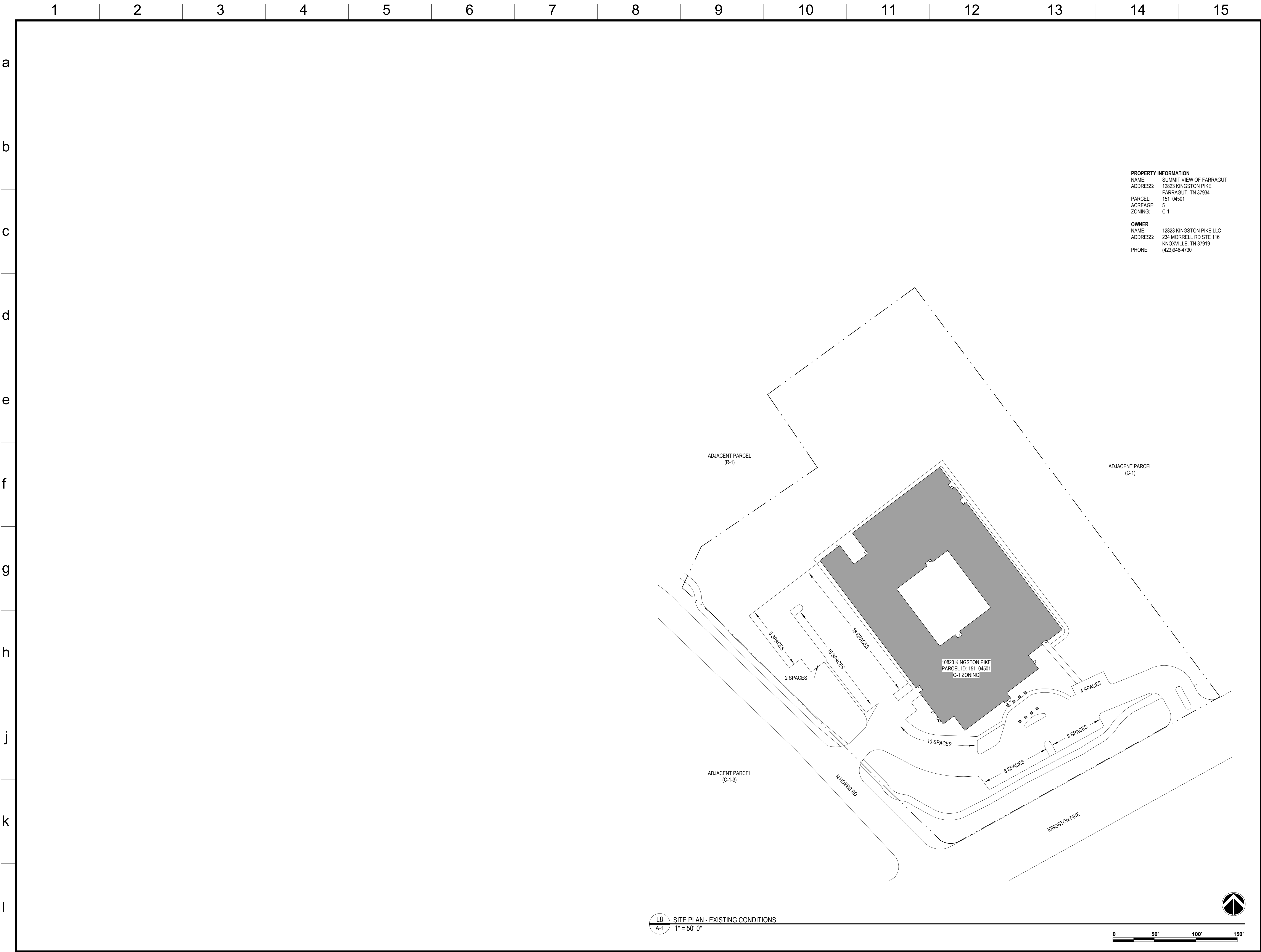
Issue: Revised By: Drawn By: Date:

NOTE: PLANS ARE FOR REZONING - DRAWINGS
CONTAIN CONCEPTUAL INFORMATION NOT INTENDED
FOR CONSTRUCTION PURPOSES



A-2

© the benefield richters company



PROPERTY INFORMATION
NAME: SUMMIT VIEW OF FARRAGUT
ADDRESS: 12823 KINGSTON PIKE
FARRAGUT, TN 37934
PARCEL: 151 04501
ACREAGE: 5
ZONING: C-1

OWNER
NAME: 12823 KINGSTON PIKE LLC
ADDRESS: 234 MORRELL RD STE 116
KNOXVILLE, TN 37919
PHONE: (423)946-4730

SUMMIT VIEW

12823 KINGSTON PIKE,
FARRAGUT, TN 37934

CONCEPT LAYOUT PLAN

NOTE: PLANS ARE FOR REZONING - DRAWINGS
CONTAIN CONCEPTUAL INFORMATION NOT INTENDED
FOR CONSTRUCTION PURPOSES.



October 9, 2024

Farragut Planning and Zoning Division
Community Development
11408 Municipal Center Drive
Farragut, TN 37934

We are requesting the rezoning of 12823 Kingston pike from C-1 to S-1. No modifications to the exterior or site are proposed. The existing use is a 69-unit nursing home facility. We are proposing a 65-unit independent living facility. There will be no nursing staff on site. All units are to contain a living/sleeping area and ensuite bathroom. No cooking facilities will be in unit. The existing dining and recreation facilities are to remain.

The independent living parking requirements comply with the existing parking layout. The 65-unit layout will require 72 spaces (65 bedrooms plus 7 guest spaces). 73 exist on site.

We are aware of the Town's development requirements and standards and acknowledge that all applicable standards will need to be met during development per the Farragut Code of Ordinances Chapter 3 Section XX.C.K

Sincerely,

Amy H. Sherrill

Amy Sherrill, RA
President, Benefield Richters Company, Inc.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Karl Swierzko, Building Official

SUBJECT: Request for approval of Ordinance 25-01, an ordinance on second reading to amend the Farragut Municipal Code, Chapter 105 - Buildings and Building Regulations, Article 2. – International Building Code, Section 105-20. – Modifications, Subsection (f), to use the International Building Code for the requirement for a sprinkler system for structures in excess of 7,000 gross square feet or more than two stories that are Type I or II Construction and a Mercantile Occupancy Type (Town of Farragut, Applicant)

INTRODUCTION AND BACKGROUND: The Town’s current 2018 International Building Codes (IBC) were adopted on April 11, 2019, with several modifications that enhance minimum code requirements as needed for the community. These modifications reflect more robust standards in comparison to the unmodified provisions in the IBC. The IBC are minimum codes and communities may adopt provisions that exceed the minimum requirements.

It is important to remember that code enforcement is enacted in communities to help ensure that buildings are structurally sound, to provide a means of ingress/egress, and to promote sanitation, adequate light and ventilation, energy conservation, and safety to fire fighters and emergency responders during emergency operations. The Town has historically been a leader in code enforcement because the community understands that good code enforcement helps protect investments and markets the Town as a desirable place to live, work, and visit.

Given this background, one of the modifications included in the current Farragut Municipal Code is to require any structure more than 7,000 gross square feet per story or more than two stories to be sprinklered per Section 903.3 of the International Building Code. The Town’s building official and fire marshal have evaluated this modification to include an exception to this requirement for single story structures of Type I or II Construction and a Mercantile Occupancy Type. For such structures, the requirement for a sprinkler system would fall under the unmodified provisions of the IBC which would include such requirement for structures in excess of 12,000 gross square feet.

DISCUSSION: Type I and Type II Construction refer to classifications based on a building’s fire resistance, with Type I representing the highest level of fire resistance using mostly non-combustible materials like concrete and protected steel, while Type II buildings also use mostly non-combustible materials but have a lesser fire resistance rating.

The Town periodically receives new building permit requests for the construction of single-story Type II structures for mercantile occupancies exceeding 7,000 gross square feet but less than 12,000 gross square feet. These structure types and occupancy uses have an adequate fire resistance rating that meets the minimum code requirements. The requirement to sprinkler such structures adds roughly \$1-\$2 per square foot with an additional \$1-\$2 per square foot for a fire alarm system.

Example: A 10,000 square foot Type II structure will cost between \$20,000-\$40,000 for the systems with an additional cost of \$50-\$70 per month for monitoring services.

RECOMMENDATION: In fulfillment of the Town’s Strategic Plan and the priorities of “Enhancing the Town’s Financial Position” and “Advancing a High-Quality and Well-Maintained Community”, the exception

to the current modifications, as reflected in Ordinance 25-01, would promote the Strategic Plan without compromising the Town’s historic commitment to excellent code enforcement. The exception would result in a significant reduction of construction costs without impeding the fire resistance ratings or applicable code requirements.

At the Board of Mayor and Aldermen meeting on January 9, 2025, Ordinance 25-01 was unanimously approved on first reading. There have been no changes since first reading and the Building Official, Karl Swierzko, and the Fire Marshal, Charles Wilson, recommend approval of Ordinance 25-01 on second reading.

PROPOSED MOTION: Motion to approve Ordinance 25-01 on second and final reading.

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: 25-01
PREPARED BY: Swierzko
1ST READING: January 9, 2025
2ND READING: January 23, 2025
PUBLISHED IN: Farragut Press
DATE: _____

ORDINANCE 25-01, AN ORDINANCE TO AMEND THE FARRAGUT MUNICIPAL CODE, CHAPTER 105, - BUILDINGS AND BUILDING REGULATIONS, ARTICLE 2. – INTERNATIONAL BUILDING CODE, SECTION 105-20. – MODIFICATIONS, SUBSECTION (F), TO USE THE INTERNATIONAL BUILDING CODE FOR THE REQUIREMENT FOR A SPRINKLER SYSTEM FOR STRUCTURES IN EXCESS OF 7,000 GROSS SQUARE FEET OR MORE THAN TWO STORIES THAT ARE TYPE I OR II CONSTRUCTION AND A MERCANTILE OCCUPANCY TYPE

WHEREAS, the Board of Mayor and Alderman of the Town of Farragut, Tennessee, wishes to amend the Farragut Municipal Code, Chapter 105, - Buildings and Building Regulations, Article 2. – International Building Code, Section 105-20. – Modifications, Subsection (f), to use the International Building Code for the requirement for a sprinkler system for structures in excess of 7,000 gross square feet or more than two stories that are Type I or II Construction and a Mercantile Occupancy Type;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Alderman of the Town of Farragut, Tennessee, that the Farragut Municipal Code, Chapter 105, - Buildings and Building Regulations, Article 2. – International Building Code, Section 105-20. – Modifications, Subsection (f), is hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Chapter 105, - Buildings and Building Regulations, Article 2. – International Building Code, Section 105-20. – Modifications, Subsection (f), is amended as follows:

- (f) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story or more than two stories shall be sprinklered per Section 903.3 of the International Building Code.

Exception. Single story structures of Type I or II construction and a Mercantile occupancy type.

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

Existing Language with Amendment in Red

Sec. 105-20. Modifications.

- (a) The International Building Code, is amended by establishing the permit fees in the general fee schedule resolution adopted by the Farragut Board of Mayor and Aldermen.

- (b) The International Building Code, is amended by adding the following:

"No building permit shall be issued unless and until an access permit as otherwise required by ordinance of the Town of Farragut has been issued."

"No permit shall be issued to an applicant, or any shareholder of the entity serving as the applicant, if the matter for which application has been filed, if completed, would be in violation of any ordinance of the Town of Farragut. No permit shall be issued to an applicant, or any shareholder of the entity serving as the applicant, who, prior to the issuance of the permit, is in violation of any other sections of the Farragut Municipal Code or ordinance of the Town of Farragut, nor shall any permit be issued for a premise that, prior to the issuance of the permit, is in violation of any other sections of the Farragut Municipal Code or ordinance of the Town of Farragut."

"A certificate of occupancy shall not be issued until all required building, electrical, gas, mechanical, plumbing, and fire protection systems have been inspected for compliance with the technical codes and all other applicable laws and ordinances of the Town of Farragut are met."

- (c) The International Building Code is amended by adding the following: Permit drawings shall be no larger than twenty-four (24) x thirty-six (36) inches.

- (d) The International Building Code, is amended by adding the following:

- (1) *Design professional.* The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his/her official seal to said drawings, specifications and accompanying data, for the following:

- a. All Group A, E and I occupancies.
- b. Buildings and structures three stories or higher.
- c. Buildings and structures 5,000 square feet (465 square meters) or more in area.

For all other buildings and structure, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

- (2) *Exception.* Group R3 buildings, regardless of size, shall require neither a registered architect or engineer unless required by the building official.

-
- (e) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story or more than two stories shall be of Type I, II, III or IV construction.
- (f) The International Building Code is amended by adding the following: Any structure in excess of 7,000 gross square feet per story or more than two stories shall be sprinklered per Section 903.3 of the International Building Code.

Exception. Single story structures of Type I or II construction and a Mercantile occupancy type.

- (g) The International Building Code is amended by adding the following: Fire walls shall be of noncombustible construction and shall have no penetrations or openings in Type V construction.
- (h) Section 101.1 Title, of the International Building Code, is amended by inserting the phrase "Town of Farragut" for NAME OF JURISDICTION.
- (i) The International Building Code is amended by adding the following:
"All building permits shall expire according to the following completion schedule from the date the permit is issued"

New construction	487 days (16 months)
Moving structures	60 days
Demolition	60 days
Mechanical changeouts	60 days
All other permits	180 days

- (j) Section [A] 107.3.4 Design professional in responsible charge, of the International Building Code, is amended by adding the following:
[A] 107.3.4.2 *Construction documents*. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by a Tennessee registered architect or engineer shall be affixed with their official seal.
- (k) Section 113 Board of Appeals, of the International Building Code, is amended by adding the following:
[A] 113.4 *Membership*. The Farragut Board of Plumbing and Gas/Mechanical Examiners shall serve as the board of appeals.
[A] 113.5 *Application*. Application to board of appeals shall be made prior to commencement of construction.
[A] 113.6 *Notice of meeting*. The board shall meet upon notice from the chairman, within twenty (20) days of the filing of an appeal, or at stated periodic meetings.

-
- [A] 113.7 *Open hearing*. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official, and any person whose interests are affected shall be given an opportunity to be heard.
- [A] 113.7.1 *Procedure*. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.
- [A] 113.8 *Board decision*. The board shall modify or reverse the decision of the code official by a concurring vote of the majority of membership.
- [A] 113.8.1 *Administration*. The code official shall take immediate action in accordance with the decision of the board.
- [A] 113.9 *Court review*. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.
- (l) Section 114 Violations, of the International Building Code, is amended by adding the following:
- [A] 114.5 *Revocation*. The building official may also revoke a permit or approval if a permit holder shall, subsequent to the issuance of such permit or approval, violate the terms of the International Building Code or the provisions of any other pertinent sections of the Farragut Municipal Code or other ordinances of the Town of Farragut."
- (m) Section [F] 502 Building Address, of the International Building Code, is amended by deleting it in its entirety and substituting in lieu thereof the following:
- [F] 502 Posting of designated street address.
- a. All buildings (excluding accessory buildings) shall display the number assigned by the Knox County Addressing Division to the frontage on which the building's front entrance is located. If a building is occupied by more than one unit, each separate outside entrance shall display a separate number.
 - b. Numerals indicating the official numbers for each building or each entrance to such building shall be placed either over or at the side of the main entrance of said building or upon the front of any porch or stoop thereof or over or at the side of any gateway leading thereto, or upon the steps thereof in such manner that the same may be plainly seen and distinguishable from the street on which the property is located and in such manner that the same shall not be hidden from view by any trees or shrubs or other obstruction.
 - c. If a unit does not allow ready or easy visibility of its address numerals from the street due to excessive setback, shrubbery or color, an address identification marker shall be placed near the entrance or driveway to the parcel. Such identification marker shall not exceed a total area of two (2) square feet.

-
- d. All building numbers displayed shall be permanent, legible figures not less than four (4) inches nor more than six (6) inches high and of a color contrasting to the building background.
 - e. In addition to the required assigned numerals on all buildings and the required address identification markers for units with excessive setbacks and/or visibility problems it shall also be permissible to have property address numerals painted on the curb in front of a lot. Such curbside designation shall be positioned in front of the unit or between the driveway and half the distance of the frontage along the public street. All painted numerals displayed on curbs shall be permanent, legible black colored numerals, which are no more nor less than four (4) inches high, on a white contrasting background. All paint used shall be of alkyd resin, Type F traffic paint, or an equal approved by the Town's engineering department. Numerals shall have glass beads or similar materials for reflective purposes.
 - f. A proper address shall be required for any permit issuance. Final approval of a certificate of occupancy of a building erected or repaired shall be withheld until permanent and proper numbers have been displayed in accordance with this section.
- (n) Section 708.1 General, of the International Building Code, is amended by deleting it in its entirety and substituting in lieu thereof the following:
- 708.1 *General*. The following wall, ceiling, and floor assemblies shall comply with this section.
- a. Walls, ceilings, and floors separating dwelling units in the same building as required by Section 420.2.
 - b. Walls, ceilings, and floors separating sleeping units in the same building as required by Section 420.2.
 - c. Walls, ceilings, and floors separating tenant spaces in covered and open mall buildings as required by Section 402.4.2.1.
 - d. Corridor walls, ceilings, and floors are required by Section 1020.1.
 - e. Elevator lobby separation as required by Section 713.14.
- (o) Section 708 Fire Partitions, of the International Building Code, is amended by adding the following:
- 708.10. *Tenant Separations*. All tenants shall be separated by a minimum of a one-hour fire rated envelope. This shall include but not be limited to floors, walls, and ceilings.
- (p) Section [F] 907.2.1.1 System initiation in Group A occupancies with an occupant load of 1,000 or more, of the International Building Code, is amended by deleting it in its entirety and substituting in lieu thereof the following:
- [F] 907.2.1.1 System initiation in Group A occupancies with an occupant load of three hundred (300) or more. Activation of the fire alarm in Group A occupancies with an occupant load of three hundred (300) or more shall initiate a signal using an emergency voice/alarm communications system in accordance with NFPA 72.

(q) Section [F] 907.2.10.2 Groups R-2, R-3, R-4 and I-1, of the International Building Code, is amended by adding the following:

4. In each private garage attached to and serving a dwelling unit.

(r) Section 1010.1.9.4 Locks and latches, of the International Building Code, is amended by deleting item 2. in its entirety.

(s) Section 1015.2 Where required., of the International Building Code, is amended by deleting the first sentence and substituting in lieu thereof the following:

"Guards shall be located along open-sided walking surfaces or ground surfaces, mezzanine, equipment platforms, retaining walls, stairways, ramps, landings and any other locations that are located more than 30 (thirty) inches (762 mm) above the floor or grade below."

(Code 2007, § 12-102; Ord. No. 13-03, § 1, 4-25-2013; Ord. No. 19-07, § 1, 4-11-2019; Ord. No. 19-29, § 1, 12-12-2019; Ord. No. 23-06, § 1, 5-11-2023)

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Resolution R-2025-01, Town of Farragut Capital Assets Policy

INTRODUCTION: The purpose of this policy is to provide guidelines for the departments of the Town of Farragut regarding capital asset reporting in the financial statements in accordance with the Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statement-and Management’s Discussion and Analysis-for State and Governments*. This policy establishes management control and continuing accountability for all capital assets, over capitalization thresholds, acquired by Town departments

DISCUSSION:
The current threshold for capitalizing assets is \$1,000 and an estimated useful life greater than one year. The new policy increases the limit to \$10,000 with a minimum useful life of five years. Below is a sample of the items that will be capitalized and depreciated for reporting purposes.

1.	Land	\$	1	(Capitalize Only)
2.	Land Improvements	\$	10,000	
3.	Buildings	\$	10,000	
4.	Building Improvements	\$	10,000	
5.	Roads and Bridges	\$	10,000	
6.	Vehicles	\$	10,000	
7.	Machinery and Equipment	\$	10,000	
8.	Furniture and Fixtures	\$	10,000	
9.	Construction in Progress	\$	1	(Capitalize Only)

The new policy further defines useful life for various categories including vehicles, buildings, infrastructure, and non-infrastructure. The complete policy is attached for review.

RECOMMENDATION BY: Allison Myers, Finance Director/Town Recorder & Anissa Pratte, Staff Accountant, for approval.

PROPOSED MOTION: Motion to approve Resolution R-2025-01.

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, Tennessee

RESOLUTION: R-2025-01

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, APPROVING AND ADOPTING THE TOWN OF FARRAGUT CAPITAL ASSETS POLICY

WHEREAS, the Capital Assets Policy provides guidelines for the departments of the Town of Farragut regarding capital asset reporting in the financial statements in accordance with generally accepted accounting principles, and

WHEREAS, the policy establishes management control and continuing accountability for all capital assets, over capitalization thresholds, acquired by Town departments; and

WHEREAS, Capitalization of assets includes land, buildings and improvements, roads and bridges, machinery and equipment, and construction-in-progress;

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

Section 1. The Capital Assets policies and procedures attached hereto and made a part hereof are hereby adopted.

Section 3. Changes or revisions to the policy and procedures hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the Town of Farragut.

Resolved this 23rd day of January 2025.

Ron Williams, Mayor

Allison Myers, Town Recorder



Town of Farragut Capital Assets Policies and Procedures

The purpose of this policy is to provide guidelines for the departments of the Town of Farragut regarding capital asset reporting in the financial statements in accordance with the Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statement-and Management's Discussion and Analysis-for State and Local Governments*. This policy establishes management control and continuing accountability for all capital assets, over capitalization thresholds, acquired by Town departments.

Capitalization of capital assets includes land, buildings and improvements, roads and bridges, machinery and equipment, and construction-in-progress. The asset amounts represented in the Town's financial statements should be documented by an inventory listing supported with detailed records for the historical or estimated historical cost of each asset.

ADMINISTRATIVE POLICIES

- A. Fiscal Responsibility.
 - 1. Board of Mayor and Aldermen:
 - a. Determine and approve policies for capital asset management.
 - b. Review findings and recommendations related to internal audits conducted by inventory control personnel or external audits conducted by the Town of Farragut's hired firm.
 - c. Ensure any identified deficiencies or noncompliance with policies are addressed and corrected.
 - 2. Finance/Capital Asset Management (CAM):

The office of Finance/CAM is under the direction of the Town Administrator's office, and acts as the fiscal agent for the Town. A full cooperative effort of all parties allows the Finance/CAM department to maintain records in accordance with adopted capital asset policies. Areas of responsibility are outlined below:

 - a. Maintain a computer database inventory of all Town-owned assets that exceed capitalization thresholds amounts. Copies of documentation for the actual historical or estimated historical cost of each capitalized asset will be maintained in a separate file as long as each individual asset is actively on the books.
 - b. Works with Town officials and other departments to identify newly purchased or donated assets. Tags all movable assets over capitalization thresholds and inputs all relative information into the inventory control computer system.
 - c. Removes asset tags upon retirement of assets from computer records upon proper notification by appropriate departments.
 - d. Receives copy of and reviews annual inventory of all departments to determine that capitalized assets are being properly accounted.
 - e. Randomly audits annual inventory listings of Town departments to ensure that departments are complying with adopted capital asset policies.

- f. Reports to the Town Administrator all instances of noncompliance with capital asset policies and procedures.
- g. Updates inventory of capital assets tracked on capital asset software and generates all reports needed to prepare external financial statements.
- h. Works with management and external auditors on all issues concerning capital asset reporting in order to comply with GASB Statement 34.

3. Administrative Officials/Department Supervisors:

Administrative officials (Town officials, Department Supervisors, etc.) are responsible for the custody and maintenance of all assets purchased for or assigned to their office. Their responsibilities include, but are not limited to, the following points:

- a. Report the theft or loss of property immediately, to Finance/CAM/Risk Manager by telephone, to be followed in writing to the Town Administrator and Finance/CAM/Risk Management department. A police report should be obtained on all losses suspected of being stolen.
- b. Report to Finance/CAM in writing any assets deemed to be surplus and unneeded by the department so that proper transfer or disposal can proceed.
- c. Any acquisition, transfer to another Town department, or disposal of assets by administrative officials shall be documented in writing to the Finance/CAM department.
- d. Allow capital asset management access to all records and inventory necessary to aid in the determining of proper disclosure of capital assets for reporting purposes.
- e. Designate person(s) for the custody and control of departmental property (departmental property coordinator). The name of the department property coordinator shall be submitted to Finance/CAM department for direct communication purposes.
- f. All Town officials/departments are required to prepare and maintain an annual inventory of all assets assigned to their respective department. All Town officials/department heads are responsible for the inventory of their respective department/office.

4. Departmental Property Coordinator (each Town office/department):

- a. Prepare and maintain an updated (at least annually) listing for all capital assets accountable to the office.
- b. Maintain a second inventory listing of only assets with a cost basis that is over the capitalization threshold for financial reporting. This inventory report should be prepared and submitted to the Finance/CAM department on an annual basis.
- c. Notify, on a timely basis, the Finance/CAM department of new asset acquisitions not currently tagged and any item that has been declared surplus/destroyed/missing.
- d. Reconcile and report differences between annual capital asset inventory and actual physical inventory to inventory control and Town official/department head.

B. Assets:

Assets over capitalization thresholds will be identified through various sources including Town department inventories, accounting records, bond issue documents, Town Board of Mayor and Aldermen minutes, the current Town road list, building and content insurance records, and data from the Knox County. All capitalized assets will be inventoried on capital asset software that will be maintained by the Finance/CAM department.

Recording Land – Land will be capitalized but not depreciated. It is recorded at historical or estimated historical cost and remains at that cost until disposal.

1. Recording Land Improvements –
 - a. Non-exhaustible – Expenditures for improvements that do not require maintenance or replacement are capitalized but not depreciated.
 - b. Exhaustible – Other improvements that are part of a site, such as parking lots, landscaping, and fencing, are depreciable. During initial implementation of GASB Statement 34, these improvements will be recorded separately to the extent that cost documentation is available.
2. Recording Buildings – Buildings will be recorded at either their acquisition cost or construction cost. Each building component (e.g., roof, HVAC systems, etc.) should be recorded separately because of the difference in the useful life of these components. During initial implementation of GASB Statement 34, these components will be recorded separately to the extent that cost documentation is available.
3. Recording Building Improvements – Building improvements that extend the useful life of a building and meet the capitalization threshold will be capitalized. During initial implementation of GASB Statement 34, these improvements will be recorded separately to the extent that cost documentation is available.
4. Recording Construction-in-progress – Construction-in-progress will be capitalized and not depreciated.
5. Recording Vehicles – Vehicles will be identified by asset tags, inventoried and depreciated.
6. Recording Furniture and Equipment – Assets such as furniture, machinery, and equipment should be identified and inventoried. If they meet the threshold levels, they will be capitalized and depreciated.
7. Interest on Debt Issued – Interest on debt issued for the construction of an asset will be capitalized as part of the asset's cost to the extent the interest incurred was only during the construction period.

C. Costs:

Capital assets shall be recorded at historical cost if the cost is reasonably determined. If historical cost data is not able to be determined, an estimated cost may be used.

1. Actual Cost – This will include not only the purchase or construction cost (which can be obtained through invoice, purchase order, and paid check files) but also charges necessary to place the asset in its intended location. This includes costs such as freight and transportation, site preparation expenditures, interest costs, professional fees, and legal claims directly attributable to asset acquisition.
2. Estimated Cost – This will be based on as much documentary evidence as can be found to support the cost, such as interviews with personnel and/or price level adjustments based on the Consumer Price Index for each asset.
3. Donated Cost – These assets will be based on their estimated fair market value at time of acquisition. A determination as to the fair market value basis will be included with property records.

D. Depreciation:

Depreciation is a method for allocating the cost of buildings and equipment over their useful lives. Generally accepted accounting principles dictate that the value of the capital asset must be written off as an expense over the useful life of the asset as an indirect cost. Annual depreciation expense will be calculated using the straight-line method. The Town will utilize the full month averaging convention. By using the full month averaging convention, property placed in service at any time during a given month is treated as if it was placed in service at the first day of that month, regardless of the actual day of the month acquired. Likewise, when the asset is disposed of, the actual date of disposal is disregarded, and the disposal date is the end of the month prior to the month of disposal (i.e. no depreciation is taken for the month of disposal). The salvage value of an asset is an estimate made by management of what the value of an asset will be at the end of its useful life.

E. Dollar Value and Life Expectancy Tests:

Individual assets (other than infrastructure and land) with an actual or estimated historical cost of \$5,000 or more and with a life expectancy of three years will be included in the capital asset records. Items under this dollar value will not be presented in the financial statements. All infrastructure that has an actual or estimated historical cost of \$5,000 or greater will be capitalized. All land that has an actual or estimated historical cost of \$1.00 or greater will be capitalized.

F. Asset Reduction:

Assets no longer owned by or in the possession of the Town shall be removed from the capital asset records.

1. Sold and/or Retired – These assets will be removed from the capital asset records upon formal notification from the responsible party of such disposition. Staff should be cautious about retiring assets still depreciating on the books. This will result in the department having to write off a loss in the year the asset was retired.
2. Transferred Assets – Assets that are transferred to proprietary (business-type) funds will be accounted for separately from the governmental activities of the Town and will be removed from the capital asset records (in relation to governmental activities) upon transfer to a proprietary fund (i.e. the asset will be accounted for in the proprietary fund).
3. Missing – Assets not seen for two consecutive annual inventories will be classified as missing and will be removed from the capital asset records upon formal notification to inventory control. These assets no longer will be searched for in regular annual inventories. However, if an asset is located at some time in the future, it will be reactivated in the system. A list of missing assets by departments should be presented to the Town Administrator on an annual basis.

G. Surplus Equipment:

The existing Town policy regarding the sale/disposal of surplus equipment will continue to be followed. A complete accounting of the assets and any proceeds must be reported back to the Finance/CAM department so that these items can be removed from the system.

H. Infrastructure

GASB Statement 34 requires Towns to capitalize and report Town-owned infrastructure at historical or estimated historical cost. The GASB defines infrastructure as long-lived capital assets associated with governmental activities that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. The Town will initially capitalize its infrastructure by the following method:

1. Town-owned Roads and Infrastructure:

- Town of Farragut will retroactively report roads at actual or estimated historical cost back to:
- July 1, 1980, or,
- The last time the road was upgraded on or after July 1, 1980, (gravel to oil-and-chip, etc.) or,
- The last time the road was replaced or resurfaced in a way that it extended the original useful life of the road (i.e. not considered routine maintenance) on or after July 1, 1980.

2. Bridges:

Town of Farragut will retroactively report bridges at actual or estimated historical cost back to:

- July 1, 1980, or,
- The last time the bridge was upgraded (wood to concrete, etc.), if this date was on or after July 1, 1980.
- Major renovations on or after July 1, 1980, that were not considered routine repairs that extended the original useful life of the bridge, will be capitalized.

3. Right-of-ways and Other Easements:

Right-of-ways and other easement rights that the Town did not incur a cost for will not be capitalized. If the easements were actually paid for by the Town, it should be capitalized by actual or estimated historical cost.

Capitalization Thresholds

A. Capitalization and Depreciation:

The following items will be capitalized and depreciated for GASB Statement 34 reporting purposes:

1.	Land	\$ 1	(Capitalize Only)
2.	Land Improvements	\$ 10,000	
3.	Buildings	\$ 10,000	
4.	Building Improvements	\$ 10,000	
5.	Roads and Bridges	\$ 10,000	
6.	Vehicles	\$ 10,000	
7.	Machinery and Equipment	\$ 10,000	
8.	Furniture and Fixtures	\$ 10,000	
9.	Construction in Progress	\$ 1	(Capitalize Only)

Asset Type	Examples	Depreciable Life in Years
<u>Non-Infrastructure</u>		
Furniture, office equipment	Desks, Tables, Chairs, File Cabinets	5
Computer Hardware	Monitors, CPU, Printer	5
Telephone Equipment		10
<u>Motor Vehicle</u>		
Cars and Light Trucks		7
Buses		8-12
Fire Trucks		15
Medium or Large Truck		15
Buildings – Temporary	T-Buildings, Other Portables	25
<u>Buildings</u>		40
HVAC Systems	Air-Conditioners, Heating, Ventilation Systems	20
Roofing		20
Carpet Replacement		7
Electrical/Plumbing		30
Kitchen Equipment	Appliances	12
Heavy Construction Equipment	Backhoes, Trucks, Dozers, Front-end Loaders, Etc.	5-15
Engineering, Scientific Equipment	Lab Equipment	10
Firefighting Equipment	Ladders, Hoses	10
Police Special Equipment		10
Medical Equipment		5
Traffic Control Equipment	Stoplights	10
Radio, Communication Equipment	Mobile, Portable Radios	10
Recreational/Athletic Equipment	Weight Machines, Mats, Golf Carts, Treadmills, Tackling Sled, Pitching Machines, Etc.	10
Library Books	Collections	5-7
Artwork	Collections	5-7
Outdoor Equipment	Playground Equipment, Scoreboards, Bleachers, Radio Towers	10
Custodial Equipment	Floor Scrubbers, Vacuums, Other	12
Grounds Equipment	Mowers, Tractors and Attachments	15
Land Improvements – structure	Parking Lots, Sidewalks, Bus Ramp, Fencing, Running Track, Flagpole	20
Land Improvements – groundwork	Golf Course, Ball Field, Park Landscaping	30
Landfill Disposal Systems		25
Land		No depreciation
Sewage Treatment Plants		25
<u>Infrastructure</u>		
Easements (if actually deeded to Town)		No depreciation
Drainage Systems		25
Water Systems		25
Sewage Disposal Works System		25
Curb		25
Gutter		25
<u>Waterway</u>		
Levees and Canals (unlined)		No depreciation
Canal Lining		30
Dams		
Concrete		50
Steel, Sheetpile		30
Earthen Embankment		No depreciation

	Asset Type	Examples	Depreciable Life in Years
Roads			
	Hot Mix		40
	Oil & Chip		40
	Gravel		50
Bridges			
	Wood		20
	Concrete (Box)		40
	Steel (Span)		40

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Finance Director/Town Recorder

SUBJECT: Approval of Resolution R-2025-02, Town of Farragut Purchasing Policy

INTRODUCTION: The purpose of this agenda item is to present the revised purchasing policy for the Town of Farragut.

DISCUSSION: The current purchasing policy, last updated in March 2011, has undergone a comprehensive review and revision to better align with current best practices, legislative requirements, and evolving needs of the Town of Farragut. The revised policy is designed to improve procurement efficiency, increase transparency, and ensure fiscal responsibility.

Staff is presenting the revised purchasing policy for board review and approval. The new policy addresses key changes that will streamline processes, improve competition, and ensure compliance with all relevant regulations.

Key revisions in the purchasing policy:

1. Procurement Threshold:

Micro Purchase	Up to \$2,999.99	No Purchase Order is required. Three quotations are NOT required. Authorization from Department Head for the purchase is mandatory. Attach all documentation, including packing slips to the invoice to be paid in the Town's accounting system.
Small Purchase	\$3,000.00 to \$9,999.99	Informal written quotations are solicited by department staff from at least one (1) vendor. Purchase Order is not required. Department Head approval is mandatory. Attach all backup regarding purchases in the Town's accounting system with the invoice to be paid.
Informal Purchase	\$10,000.00 to \$24,999.99	Informal written quotations are solicited by department or division staff from at least three (3) vendors. Purchase Order IS required. Attach the quote to the purchase requisition. Authorization from the Department Head and Town Administrator or Finance Director for the purchase is mandatory.
Formal Invitation to Bid (ITB)/Requests for Proposals (RFP)	\$25,000.00 and over	Formal sealed bids (ITBs) and Proposals (RFPs) are solicited by the Finance Department staff and require public notice, public opening and formal reward.
Waiver for Formal Quotes and Bids		1. Purchase from a governmental entity (piggyback) 2. Purchase through State Contracts; T.C.A § 12-3-1201 3. Purchase from a Co-op 4. Sole Source Procurement 5. Emergency purchases when there exists a threat to public health, safety and welfare.

2. Formal Bidding Process for Large Purchases:

- Bid Advertisement: All formal bids over \$25,000 will be publicly advertised to ensure transparency and equal opportunity for all vendors.
- Bid Evaluation: A structured bid evaluation process will be used, assessing vendors on criteria such as price, quality, vendor experience, and compliance with specifications.
- Bid Opening: Bids will be opened publicly, and all submissions will be recorded and reviewed according to the established criteria.
- Contract Awarding: Contracts will be awarded to the lowest responsible bidder who meets the bid specifications. In cases of tied bids, additional evaluation factors may be considered.

3. Vendor Relations:

- Policy updates include documentation requirements for all vendors doing business with the Town of Farragut to meet the necessary legal, fiscal, and ethical standards.

4. Emergency Procurement:

- Emergency procurement has been updated for faster purchasing decisions in cases of urgent need, with post-purchase instruction and reporting required for accountability.

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

PROPOSED MOTION: To approve Resolution R-2025-02, Town of Farragut Purchasing Policy

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

RESOLUTION R-2025-02

A RESOLUTION ADOPTING PURCHASING POLICIES FOR THE TOWN OF FARRAGUT, TENNESSEE

WHEREAS, the governing body of the Town of Farragut desires to update its purchasing policies and to provide for a more formal process for the procurement of equipment, services, and materials for the operation of municipal government, and

WHEREAS, such action is required by the Municipal Purchasing Law of 1983,
Tennessee Code Annotated 6-56-301 et seq.,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, AS FOLLOWS:**

Section 1. The purchasing policies attached hereto and made a part hereof are hereby adopted.

Section 2. The purchasing agent, as previously designated by Farragut Municipal Code Section 2-298, shall be responsible for the enforcement of the policies hereby adopted.

Section 3. Changes or revisions to the policy hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the Town of Farragut.

Resolved this 23rd day of January 2025.

Ron Williams, Mayor

Allison Myers, Finance Director/Town Recorder



Town of Farragut

Procurement Policies



Allison Myers, Finance Director/Town Recorder
Anissa Pratte, Staff Accountant

January 2025

Foreword

The purpose of this procurement policy for the Town of Farragut is to provide a guide to obtain goods, services and leases used by the Town. These policies reflect applicable Federal, State, and Town ordinances. This manual will help all Town departments with seeking the best supplies, equipment, materials, services and leases at the lowest cost while maintaining high standards of quality and promoting efficiency and accountability during the purchasing process.

All employees who purchase goods and services for the Town of Farragut are to become familiar with these procurement policies. All Town employees directly or indirectly associated with the purchasing functions of the Town must work collectively to promote the Town's best interest in obtaining the maximum value for each dollar expenditure.

The Town of Farragut Board of Mayor and Alderman are responsible for the establishment of the procurement policy. This policy manual is effective immediately upon approval by Board of Mayor and Alderman and supersedes all previously issued policies, procedures, manuals, instructions or directives.

As revisions or additions to this policy manual become necessary, new pages will be sent to all recipients, who are expected to keep the guide up to date.

If there are any questions, please contact the Town's Finance Director. Requests for additional copies should be addressed to the purchasing agent as well.

MAYOR _____

TOWN OF FARRAGUT

Mission Statement

The Town of Farragut's Finance Departments mission is to provide professional assistance in acquiring quality goods and services in the most cost effective, efficient and timely manner. The Town of Farragut's Finance Department is committed to acting, in accordance with the best ethical and transparent procurement practices, as a leader for innovative and high-quality approaches to meeting and exceeding our internal and external stakeholders' expectations.

Relations of Other Departments with the Finance Department's Procurement Division.

The Finance Department's Procurement Division is a service agency for all other departments of the Town. The procurement function is a service, and all departments must work together to make the service seamless. These procedures are a guide to help the departments know their buying responsibilities.

Finance Department's Procurement Division responsibilities

- To aid and cooperate with all departments to ensure that the necessary operating supplies, equipment, and services are obtained.
- To process all requisitions with the least possible delay.
- To procure the best product that meets a department's needs and requirements at the lowest cost to the Town.
- To know the sources and availability of needed products and services and maintain current vendor files.
- To obtain prices on comparable materials after receipt of departmental requisition.
- To select vendors, prepare purchase orders, process and maintain order and requisition files.
- To search for new, improved sources of supplies and services.
- To assist in preparation of specifications and to maintain specification and historical performance files.
- To prepare and advertise requests for bids and maintain bid files.
- To keep items in storage in sufficient quantities to meet normal requirements of the Town for a reasonable length of time within space availability.
- To investigate and document complaints about merchandise and services for future reference.
- To transfer or dispose of surplus property.

Using Department's Responsibilities

- In the case of a small procurement, the using department will acquire quotes for material(s).
- In the case of an informal Procurement, the using department will acquire quotes from at least three (3) vendors. The quote(s) are to be attached to the requisition.
- To allow ample lead time for the Procurement Division to process the requisition and issue the purchase order, while permitting the supplier time to deliver the items needed.
- To prepare a complete and accurate description of supplies, equipment or services to be purchased.
- To help the Procurement Division by suggesting supply sources.
- To plan purchases to eliminate avoidable emergencies.
- To initiate specification preparation on items to be bid on.
- To inspect merchandise upon receipt and complete a receiving report noting any discrepancies in types, numbers, condition, or quality of goods.
- To advise the Procurement Division of defective merchandise or dissatisfaction with vendor performance.
- To advise the Finance Department of surplus property.

Vendor Relations

The Elected Officials and all Town of Farragut staff shall give equal opportunity to all eligible vendors. Each order shall be placed based on quality, price, delivery, and service history.

Vendors

Other than P-Card/Credit Card payments, before a requisition for purchase order can be entered or any payment can be processed, whichever is earlier, a vendor doing business with the Town of Farragut must provide the following:

- IRS form W-9
- Town Vendor Application Form
- Certificate of Insurance (Dependent on the vendor operating on Town Property.)
- To comply with the Tennessee Lawful Employment Act, non-employees (Individuals hired as independent contractors, including single-member LLCs without an EIN) must have on file any one of the following documents. If not on File, the requestor must provide the following documents:
 - Valid Tennessee driver's license or photo ID issued by the department of safety
 - Valid out of state driver's license
 - U.S. Birth Certificate
 - Valid U.S. passport
 - U.S Certificate of birth abroad
 - Report of birth abroad of a U.S. Citizen
 - Certificate of citizenship
 - Certificate of naturalization
 - U.S. citizen identification card
 - Valid alien registration documentation or proof of current immigration registration

Due to the Town of Farragut accepting Federal Grant Funding, all vendors will be vetted through SAM.gov for any debarment and suspension determinations.

State Business Registration and Licensing

All businesses must be registered and licensed according to the state registration and licensing rules. Registration and Licensing information may be obtained at:

<https://www.tn.gov/revenue/taxes/business-tax/registration-and-licensing.html>

Vendor Indemnification and Insurance Requirements

All bidders/vendors doing business with the Town of Farragut shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. Upon bid/contract with the Town of Farragut, bidders/vendors will be required to name the Town of Farragut, Tennessee (11408 Municipal Center Dr., Farragut, TN 37934), as an additional insured on the General Liability insurance policy. The certificate of insurance shall list the deductible as well as the type of policy purchased (i.e., claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Such certificates must contain a provision for notification to the Board of Mayor and Aldermen thirty (30) days in advance of any material change in coverage or cancellation.

1. General Liability Insurance
 - a. Negligence Including Bodily Injury: Per Claim \$1,000,000
 - b. Negligence Including Bodily Injury: Per Occurrence \$2,000,000
 - c. Property Damage: Each Accident \$1,000,000
2. Product Liability or Completed Operations Insurance:
 - a. Negligence Including Bodily Injury: Per Claim \$ 500,000
 - b. Negligence Including Bodily Injury: Per Occurrence \$1,000,000
3. Automobile Liability
 - a. Negligence Including Bodily Injury: Per Claim \$ 500,000
 - b. Negligence Including Bodily Injury: Per Occurrence \$1,000,000
 - c. Property Damage: Each Occurrence \$ 500,000
4. Workers' Compensation/Employee Liability:
 - a. W.C. Limit Required Statutory Limits
 - b. E.L. Each Accident \$1,000,000
 - c. E.L. Disease – Each Employee \$ 500,000
 - d. E.L. Disease – Policy Limit \$1,000,000

Workers' Compensation Exemption forms will not be accepted for the project Architect, Engineer, General Contractor, or Sole Practitioner that intends to sub-contract the work to other individual companies. These entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E & O, D & O, etc.):
 - a. For services, goods or projects that will exceed \$1,000,000 in values over a year.
 - i. Each Claim: \$1,000,000 ii. Per Occurrence: \$2,000,000
 - b. For services, goods or projects that will not exceed \$1,000,000 in values over a year.
 - i. Each Claim: \$ 250,000 ii. Per Occurrence: \$ 500,000

You can send your certificate of insurance to the Town of Farragut several ways;(Email) apratte@townoffarragut.org, or (Mail) Town of Farragut, 11408 Municipal Center Dr, Farragut, TN 37934

Debarment of Vendors

The Town Administrator and Finance Department of the Town of Farragut has the authority to bar organizations from doing business with the Town.

It is the using departments responsibility to inform the Finance Department's Procurement Division of any vendor performance and material issues.

The Finance Department's Procurement Division will maintain the debarred vendor list.

Debarment Procedures

A recurring pattern (two times) of poor performance or material issues may result in suspension from doing business with the Town of Farragut. After the first incident, the Finance Department Procurement Division will contact the vendor with a cure notice, notifying them about the poor performance or material issues and will require that the problem be rectified and not to be repeated in the future. After reasonable notice to a vendor of continued performance issues, or other uncorrected problems, the purchasing agent, with approval from either the Town Administrator or Finance Director is authorized to debar a vendor for cause from consideration for award of future Town of Farragut contract, for a period of no less than five (5) years. Causes for debarment can include:

- Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract.
- Violation of contract provisions of sufficient seriousness that the purchasing agent, with approval from the Town Administrator or Finance Director, considers debarment appropriate. This would include failure to perform or unsatisfactory performance of a contract or bid.
- Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals.
- Conviction under State or Federal statutes of any offence indicating lack of business integrity or business honesty. Examples include embezzlement, theft, forgery, bribery, collusion, and other public entity crimes.
- Any other cause that the Town Administrator or Finance Director determines to be so serious as to affect responsibility as a contractor to the Town of Farragut. Any vendor being debarred will be notified in writing by the purchasing agent. All reasons for the action being taken will be explained. The decision to debar the vendor is final unless otherwise overridden by the Town Administrator.

Reinstatement

A person or corporation may be reinstated to do business with the Town of Farragut under the following conditions:

- Discovery of new and material evidence not previously available
- Dismissal of indictment or reversal of conviction, or
- Bonafide change in ownership or management sufficient to justify a finding of present responsibility.

The request for reinstatement shall be forwarded in writing to the purchasing agent. The Town Administrator or Finance Director shall determine whether to reinstate based on written submission of evidence to one or more of the above conditions.

Thresholds of Purchase

As designated in the Town of Farragut Municipal Code Article 6, Finance; Division 2, Purchasing Regulations, the Town Administrator or his designee (Finance Department's Procurement Division) shall act as purchasing agent(s) for the town, with power, except as set out in this Procurement Policy, to purchase materials, supplies, equipment; secure leases and lease-purchases; and dispose of and transfer surplus property for the proper conduct of the town's business. All contracts, leases, and lease-purchase agreements extending beyond the end of any fiscal year must have prior approval of the governing body. Leases and lease-purchase agreements meeting certain criteria must first be approved by the Town Administrator.

The purchasing agent shall have the authority to make Informal purchases, leases, and lease purchases of more than \$10,000.00 and less than \$24,999.99¹ singly or in the aggregate during any fiscal year and, except as otherwise provided herein with using department Director approval. Informal purchases shall require three quotations, written prior to each purchase and a purchase order is mandatory.

Quotations for small purchase(s) of items that cost less than \$9,999.99 and more than \$3,000.00 are mandatory with department Director approval, but a purchase order is NOT mandatory.

Micro purchases under \$2,999.99 do not require a quote, nor do they require a purchase order, but they do require approval from the using department Director.

All quotations received shall be attached in the Town's accounting system and maintained in the office of the purchasing agent for a minimum of seven years after a contract expires. When requisitions are required, the competitive bids or quotations received shall be listed in that document prior to the issuance of the purchase order. Awards shall be made to the lowest and best bidder.

A description of all projects or purchases, except as herein provided, that require the expenditure of Town funds of \$25,000.00 or more shall be prepared by the purchasing agent. After the determination that adequate funds are budgeted and available for a purchase, the purchasing agent will advertise formal bids or proposals. The award of purchases, leases, or lease-purchases of \$25,000.00 or more shall be made by the governing body to the lowest or best qualified bidder.

The Tennessee Code requires public advertising and competitive bids for all purchases, leases, and lease-purchases except:

- purchases through state contracts (T.C.A. § 12-3-1201);
- investments in or purchases from the Local Government Investment Pool (LGIP) (T.C.A. § 6-56-302);
- purchases from instrumentalities created by two or more cooperating governments (T.C.A. § 6-56-302);
- purchases of goods and services from nonprofit corporations formed to specifically serve municipalities (T.C.A. § 6-56-302);
- purchases, leases, or lease-purchases of real property (T.C.A. § 6-56-304);

¹ This limit may be lowered by the governing body through an ordinance. The limit may also be increased by the governing body through an ordinance to not more than \$25,000 in municipalities without centralized purchasing authority or not more than \$50,000 in municipalities with a full-time purchasing agent and centralized purchasing authority. If the limit is increased as provided above, at least 3 written quotations are required, when possible, when the purchase costs less than the bid threshold, but is more than 40% of the threshold or some lower amount established by the governing body.

- emergency purchases (complete documentation and a report to the municipality's governing body and chief executive are required for each emergency purchase) (T.C.A. § 6-56-304)(3) and TCA 12-3-1207
- purchases of perishable commodities and fuel and fuel products when purchased on the open market (T.C.A. § 6-56-304); purchases of natural gas and propane for re-sale (T.C.A. § 6-56-304);
- purchases, leases, or lease purchases of secondhand articles or equipment, etc., from federal, state, or local government units or agencies (T.C.A. § 6-56-304) and T.C.A. § 12-3-1003 (a).
- purchases of goods and services from a sole source (T.C.A. § 6-56-304);
- purchases of materials, supplies, commodities, and equipment at public auction (T.C.A. § 12-2-421);
- purchases of goods and services through a reverse auction (T.C.A. § 12-3-1208);
- purchases of energy-related services through contracts (T.C.A. § 12-4-110);
- purchases of professional service through contracts and contracts for architects, engineers, and construction services (T.C.A. § 12-3-1209 and § 12-4-107);
- purchases for information management services through contracts in counties with a population of no less than 470,000 and no more than 480,000 according to the 1980 census or any subsequent federal census (T.C.A. § 12-3-1209);
- purchases of motor vehicles and intoxicating beverages seized and confiscated by the State (T.C.A. 12-2-201);
- purchases of supplies, equipment, and services by another governmental entity at the request of a municipality (T.C.A. § 12-3-1203);
- Purchases made through cooperative purchasing agreements (T.C.A. § 12-3-1205 and § 12-9-101 et seq).
- purchases of any of the insurance as provided in Tennessee Code Annotated, title 29, chapter 20 (T.C.A. § 29-20-407); and
- purchases of articles from TRICOR (T.C.A. § 41-22-119 through 121).
- Purchases of Tort Liability insurance, pursuant to T.C.A. E 29-20-407
- Purchases, leases or lease-purchases of real property, pursuant to T.C.A. 5 6-56-304 (5)
- Purchase, trade or receive as a gift, any used or surplus property from another county, municipality, metropolitan government, federal government or any instrumentality of the foregoing, pursuant to T.C.A. 5 12-3-1005
- Purchases of used or secondhand articles consisting of goods, equipment, materials, supplies, or commodities from any private individual or entity, pursuant to T.C.A. 5 12-3- 1003 (b).
- Purchases of new or secondhand articles or equipment or other materials, supplies, commodities and equipment from any publicly advertised auction, pursuant to T.C.A. 5 12-3-1005.
- Purchases made under Title 12, Chapter 3, Part 10 and directed through or in conjunction with the State Department of General Services (statewide contracts), pursuant to T.C.A. 5 6-s6-302 (3).
- Any other purchases exempt by law.

The purchasing agent shall be responsible for following these procedures and the Municipal Purchasing Law of 1983, as amended, including keeping and filing required records and reports, as if they were set out herein and made a part hereof and within definitions of words and phrases from the law as herein defined.

Procurement Threshold Table

Micro Purchase	Up to \$2,999.99	No Purchase Order is required. Three quotations are NOT required. Authorization from Department Head for the purchase is mandatory. Attach all documentation, including packing slips to the invoice to be paid in the Town's accounting system.
Small Purchase	\$3,000.00 to \$9,999.99	Informal written quotations are solicited by department staff from at least one (1) vendor. Purchase Order is not required. Department Head approval is mandatory. Attach all backup regarding purchase in the Town's accounting system with the invoice to be paid.
Informal Purchase	\$10,000.00 to \$24,999.99	Informal written quotations are solicited by department or division staff from at least three (3) vendors. Purchase Order IS required. Attach the quote to the purchase requisition. Authorization from the Department Head and Town Administrator or Finance Director for the purchase is mandatory.
Formal Invitation to Bid (ITB)/Requests for Proposals (RFP)	\$25,000.00 and over	Formal sealed bids (ITBs) and Proposals (RFPs) are solicited by the Finance Department staff and require public notice, public opening and formal reward.
Waiver for Formal Quotes and Bids		1. Purchase from governmental entity (piggyback) 2. Purchase through State Contracts; T.C.A § 12-3-1201 3. Purchase from a Co-op 4. Sole Source Procurement 5. Emergency purchase when there exists a threat to public health, safety and welfare.

Grant Funding Sources

In some instances, procurements funded by grants may have special conditions attached to the grants. In such circumstances, the requirement for procurement of goods and / or services shall abide by the special conditions as specified in the grant. The User Department is responsible for ensuring that they fully understand any grant requirements and that their documentation is sufficient and adequately detailed to provide the grant source with an understanding of the purchase and to allow for their respective audit reviews and potential subsequent reimbursements. Goods and services procured by a Federal grant program, will be procured in accordance with the current guidelines and procedures in 2 CFR §200.318 through §200.326, the Federal Super Circular. In the case of grant funding, Independent Cost Estimates must be completed before procurement is started, and Cost Analyses are completed after procurements. The Town Administrator is to approve all grant applications before they are submitted.

Purchasing Forms and Methods

Purchase Requisition

Purpose

A purchase requisition lets the Procurement Division of the Finance Department know, in detail, what the using department needs. A requisition is required for initiating a bid request, and for requesting governing body approval on major expenditures. A purchase requisition leads to a purchase order.

When Prepared

Requisitions shall be prepared far enough in advance that the Procurement Division and Town Administrator have enough time to verify budget and make approvals, and the vendor has enough time to make the delivery.

Who Prepares the Requisition

Bids/Quotes shall originate in the using department and must be signed by the requisitioner and the department head. Bids/Quotes shall be attached to all requisitions. The department head shall file with the Procurement Division of the Finance Department a certified memorandum listing those who are authorized to sign a requisition.

How to Prepare

All requisitions are to be done through the Town's Accounting system. The Finance Department's Procurement Division will instruct all department staff authorized to process requisitions with training. A properly processed purchase requisition must contain the following information:

- Date issued — The date the requisition is prepared.
- Date wanted — A definite delivery date. "AT ONCE, ASAP, and RUSH" are vague instructions and do not give the Procurement Division sufficient information. Prepare far enough in advance to avoid emergencies.
- Department — The complete name of using department.
- Requisitioner — Signature of the person initiating the purchase request.
- Department head — Signature of the department head.
- To be delivered to — Be specific. If vague or indefinite, confusion may result in costly delays.
- Email — Once a requisition is turned into a purchase order, the PO will be sent to the vendor via email.
- Item number — Numerical order of items listed.
- Quantity — The number required.
- Unit — Dozen, lineal feet, gallons, etc.
- Description — Give a clear description of the items, including size, color, type, etc. If the purchase is of a technical nature, specifications should be attached to the requisition. If the item cannot be described without a great amount of detail, a brief description should be given, followed by a trade name and model number of an acceptable item "or approved equal." Requisitions must not give specifications that will favor one supplier to the exclusion of any others.

NOTE: Incomplete information in this area will result in the requisition being returned to the using department for clarification.

- Account to be charged — Complete budgetary code.
- Unit price — Price for each individual item.
- Amount — A total of quantity times unit price.

Routing Requisitions

After the using department has received bids and has determined the total cost of the merchandise, the using department will enter a requisition into the Town of Farragut's accounting software. All bids and quotes should be attached. Through the accounting software it will be routed based on the Towns procurement thresholds to department heads, Town Administrator, eventually ending up in Finance to approve and turn into a purchase order.

General Information

The requisitioner shall not split orders to avoid any provision of the municipal code or charter, this manual, or any policy established by the town, nor shall requisitions be submitted for the sole purpose of using up budgetary balances.

Expediting Orders

If a vendor is waiting for a purchase order to process a rush job, write EXPEDITE IMMEDIATELY in the notes of the requisition. The purchasing department will then contact the vendor and supply a purchase order number. This process will be the exception rather than the rule.

Insufficient Funds

If the finance officer determines that there are not enough budget appropriations or available cash to make a purchase, it will be referred to the purchasing agent, who will notify the department head.

Purchase Order

Purpose

A purchase order authorizes the seller to ship and invoice the materials and services as specified. Purchase orders shall be written in a clear, concise and complete manner. This will prevent confusion and unnecessary correspondence with suppliers.

When Prepared

Purchase orders are issued only after a requisition has been submitted and approved by the purchasing agent, Department Head, Town Administrator and the Finance Department. No purchase order will be issued until the Finance Department has certified adequate budget appropriations and cash balances to make the purchase, except as otherwise mentioned.

Who Issues the Purchase Order

The Procurement Division of the Finance Department issues purchase orders through the Towns accounting software, except as otherwise provided herein. The using departments will not enter into negotiations with suppliers for the purchase of equipment, supplies, materials, services, or other items.

How Purchase Orders Are Handled

The purchase order is made from the approved requisition. Copies should be distributed as needed to the following:

1. A copy is mailed or emailed to the vendor to be used as authority to furnish the town with the materials or services indicated.
2. Upon completion of the order or contract, invoices with signed packing slips/material receiving report will be entered into the accounts payable software by the using department.

Cancellations

The purchasing department must initiate all cancellations and will issue a purchase order to the next best vendor or renew the purchasing process.

Material Receiving Report/Packing Slip

Purpose

The material receiving report/Packing Slip form is designed to let the purchasing agent and the Finance Department know that an item(s) of a particular order has/have been received and is/are accurate and free of damage.

No invoices for supplies, materials, or equipment shall be accepted for payment until such supplies, materials, etc., have been received and inspected by the department head or designee, and the invoice has been verified.

When Prepared

This form is completed immediately upon receipt of materials, supplies, or services if packing slips are not obtained and attached to the invoice being paid. If a packing slip is received, a signature on the slip from the person receiving the merchandise is sufficient in lieu of a material receiving report.

Who Prepares

The receipt must be prepared by the person receiving the merchandise, preferably not the same person who placed the order.

How to Prepare

A proper material receiving report must contain the following information and be compared to the original order for accuracy:

- Purchase order number — The number from the purchase order on which the items were ordered
- From — Name of vendor
- Material received by — Person receiving the item
- Date received — Date the goods are received
- Quantity — Number of items received
- Description — Brief statement describing item(s)
- Price — Unit price from the purchase order
- Per — Unit measure (foot, lb., etc.)
- Amount — Amount equal to quantity times unit cost
- Freight charge — Amount (if any) charged for delivery

When any item(s) is not in satisfactory condition, a statement about the condition of the item(s) must be made in the description column. There is no need to write anything in this column if the item is undamaged.

Emergency Purchases

Purpose

Emergency purchases are to be made by departments only when:

- actual emergencies arising from unforeseen causes occurs, including delays by contractors, delays in transportation, and unanticipated volume of work; and
- when property, equipment, or life are endangered through unexpected circumstances; and materials, services, etc., are needed immediately.

Who Makes Emergency Purchases

Emergency purchases, either verbal or written, may be made by the Town Administrator without competitive bids, provided sufficient funds are available and necessary approvals have been secured.

Who Authorizes Emergency Purchases

The Town Administrator may authorize an emergency purchase. Emergency Purchases will be presented in a report to the Board of Mayor and Aldermen at the first available meeting.

How to Make Emergency Purchases

After determining an emergency exists, the following procedure should be followed:

1. Notify the Town Administrator and Finance Department of the need and nature of the emergency. The department will give verbal approval and issue a purchase order number. This number will be put on the requisition referred to in number 4 below.
2. Using department must use sound judgment when making emergency purchases of materials and supplies and for labor or equipment. If time permits, quotations should be obtained, and the purchase should be made from the vendor with the lowest and best quote. If time does not permit, orders should be placed with vendors who have a good history with the department.
3. Suppliers shall furnish sales tickets, delivery slips, verified invoices, etc., for the supplies or services rendered. Terms of the transactions, indicating price and other data, shall be shown.
4. As soon as the purchase is complete, on the same or following business day, the using department must:
 - Give the Finance Department a complete requisition with a description of the emergency and approval by the department head. "Confirming Emergency Purchase" must be marked plainly on the requisition, along with the purchase order number.
 - The sales ticket, delivery slip, and verified invoice confirming the purchase must be attached to the emergency requisition form.
 - The Finance Department will issue the vendor a purchase order marked "Confirmation."

5. If an emergency occurs during a time when the Finance Department's Procurement Division is closed, the using department will follow the above procedure with the exception of the first step. The evidence of purchase, such as sales slip, counter receipt, delivery slip, verified invoice, etc., that the supplier normally furnishes, shall be attached to the completed and approved requisition form and be forwarded to the purchasing department.

General Information

Emergency purchases are costly and should be kept to a minimum. Avoiding emergency orders will save the Town money. The Town Administrator will report to the Board of Mayor and Alderman at its next meeting about emergency purchases. Emergency procurement is governed by T.C.A §6-56-304(3)

Petty Cash Fund

A petty cash fund will be established by the Finance Director to buy items that cost less than \$50.00 from businesses that do not issue invoices or have charge accounts.

The department head is solely responsible for any withdrawals from this account. All receipts or requests for monies from this fund must contain the departmental code and be signed by the department head. The total cash on hand plus receipts and outstanding advances must total the amount of the fund as authorized.

This fund should be used only if other purchasing methods are not applicable. The Finance Director may adopt more detailed procedures for the use of the petty cash fund.

Petty Cash funds are to be balanced monthly. Petty Cash reimbursements are to be processed on a monthly basis. Petty cash reimbursements are to be processed in the Town accounting system, and the monthly balance report and all receipts should be attached.

Sealed Bids/ITB/RFP/RFQ

Sealed bids are required on purchases of \$25,000.00 or more.

Finance Department's Responsibilities

- Prepare bid requests.
- Establish date and time for bid opening.
- Assist with possible supply sources.
- Prepare specifications (unless of a technical nature, such as architectural, engineering, etc.) using department's input and assistance.
- Advertise as appropriate. Advertisement is through the Towns website and procurement advertisement vendor.
- Receive and open bids.
- Evaluate bids using the department's assistance.
- Prepare bids and make a recommendation on award to governing body for approval.
- Process purchase order after governing body approval.
- Maintain all specification and bid data files with department assistance.
- The finance procurement division answers questions from proposers in the form of addenda to the RFP by posting them through the Towns website and procurement advertisement vendor.
- The finance procurement division will host pre-bid meetings when applicable.

Using Department's Responsibilities

- Prepare an independent cost estimate (ICE) report. An ICE is documentation that helps determine price reasonableness.
- When the threshold is determined to meet the need of a BID/ITB/RFP/RFQ, report to the Finance department.
- Assist in scope of work preparation.
- Assist in specification preparation if needed.
- Assist in evaluation of bid results.

General Information

The following policies shall apply to sealed bids:

1. **Bid Opening:** Bids will be opened at the time and date specified on the bid request. All bids are opened publicly, with a tabulation provided to all vendors participating.
2. **Invitations to Bid:** The invitation for bids shall be distributed electronically and bids shall be considered when they are received at the designated office if by the time and date set for receipt of bids. Such electronic bids shall contain specific reference to the invitation for bids; the items, quantities, and prices for which the bid is submitted; the time and place of delivery; and a statement that the bidder agrees to all the terms, conditions, and provisions of the invitation for bids. Printed copies of the bid package shall be made available through the Finance Department's Procurement Division.
3. **Amendment:** The Purchasing Division answers questions from the proposers in the form of addenda to the bid by posting them on the Town's website and procurement advertisement software. A deadline for submitting questions will be published in the bid.
4. **Late Bids:** No bids received after closing time will be accepted. All late bids will be returned unopened to the vendor. Bids postmarked on the bid opening date but received after the specified time will be considered late and will be returned unopened.
5. **Bid Opening Schedule:** The finance department is responsible for setting bid opening dates and times.
6. **Telephone Bids:** The finance department will not accept any bid by telephone.
7. **Bid Form:** Bids will not be accepted on any vendor letterhead, vendor bid form, or other substitutions unless special permission is given by the finance department.
8. **Noncompliant Bids:** Failure to sign and include all certifications and statements as required in the bid package will result in removal from bid consideration.
9. **Unsigned Bids:** Failure of a vendor representative to sign a bid removes that bid from consideration.
10. **Acceptance of Bids:** The Town reserves the right to reject any or all bids, to waive any irregularities in a bid, to make awards to more than one bidder or to accept the bid (or bids) that in the judgment of the governing body is in the best interest of the Town.
11. **Shipping Charges:** Bids are to include all shipping charges to the point of delivery. Bids will be considered only on the basis of the delivered price, except as otherwise authorized by the governing body.
12. **Sample Product Policy:** The finance department may request a sample product as part of a bid. If this is stated on the bid form, the vendor is required to comply with this request or have the bid removed from consideration.
13. **Approved Equal Policy:** Specifications in the request for bid are intended to establish a desired quality or performance level or other minimum requirements that will provide the town with the best product available at the lowest possible price. When a brand name or model is designated, it signifies the minimum quality acceptable. If an alternative is offered, the bidder must include the brand name or model to be furnished, along with complete specifications and descriptive literature and, if requested, a sample for testing. Brands or models other than those designated as "equal to" products shall receive equal consideration.
14. **Alternate Bids:** Should it be found, after bids have been opened, that a product has been offered with an alternative specification and that this product would be better for the town to use, all bids for that item may be rejected and specifications redrawn to allow all bidders an equal opportunity to submit bids on the alternate item.
15. **Vendor Identification:** Potential suppliers are selected from existing vendor files using the department's suggestions and any and all sources available to locate vendors related to a specific product or service. New suppliers are added to the bid list as they are found.

16. **Tie Bids:** A tie bid is one in which two or more vendors bid identical items at the same unit cost. The winning bidder among tie bids may be determined by one of the following factors:
- Discount allowed
 - Delivery schedule
 - Previous vendor performance
 - Trade-in value offered

In the case of a tie bid on identical items and all the factors above are equal, vendor location may be considered.

1. **Cancellation of Invitation for Bid or Request for Proposal:** An invitation to bid, a request for proposal, or other solicitations may be canceled, or any or all bids or proposals may be rejected in part as may be specified in the solicitation when it is in the best interest of the town. The reasons shall be made a part of the bid or proposal file.
2. **Public Advertisement:** Invitations to bid shall be published at least 14 days prior to the submission deadline for bids. In addition to publication as required by law, the purchasing agent may make any other efforts to let all prospective bidders know about the invitation to bid. This may be accomplished by delivery, verbally, mail, or by posting the invitation to bid in a public place. It is not required that specifications be included in the invitation to bid. However, this notice should state clearly the purchase to be made.
3. **Mistakes in Bids:** Mistakes in bids detected prior to bid opening may be corrected by the bidder withdrawing the original bid and submitting a revised bid prior to the bid opening date and time. Bidder mistakes detected by the bidder after the bids have been opened based on miscalculation may be withdrawn only with the approval of the purchasing agent. The purchasing agent shall determine if all or a portion of any bid bond shall be surrendered to the town as liquidated damages for any costs associated with the bid withdrawal.
4. **Bid Bond:** The purchasing agent may require that bidders submit a bid bond or other acceptable guarantee equal to 5 percent of the bid to ensure that the lowest responsible bidder selected by the board enters into a contract with the town. All or a portion of the bid bond shall be surrendered to the town as liquidated damages should the successful bidder fail to enter into a contract awarded by the board.
5. **Performance Bond and Payment Bonds:** Performance and Payment Bonds, executed by a surety company authorized to do business in Tennessee in an amount equal to one hundred percent (100%) of the contract price, are required for all construction contracts that are equal to or greater than \$25,000 in value. The successful bidder is required to submit such bonds to the Town, when required, before a construction contract is signed. Both bonds will be increased if the price of the project increases through change orders or amendments.

Other Factors to Consider in Bid Awards

In addition to price, the following factors should be considered when awarding a bid which serves the best interest of the municipality:

- The ability of the bidder to perform the contract or provide the material or service required.
- Whether the bidder can perform the contract or provide the material or service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, experience, and efficiency of the bidder.
- The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service.
- The ability of the bidder to provide future maintenance and service for the use of the subject contract.
- Terms and conditions stated in bid.
- Compliance with specifications or request for proposal.

Single Bid Response

Should the Town receive only one response from a sealed bid (ITB/RFP), the sole bidder will be awarded the procurement as long as:

- The price is fair, reasonable, and consistent with the current market conditions as determined by the Town of Farragut Finance Department's Procurement Division;
- There is no hint of collusion among the bidders; and
- There were no inhibiting factors that limited participation of potential vendors.

Computer Software and Hardware

All computer and hardware purchases are requisitioned by the Information Technology Department, as well as other items which may require functional support. The Finance Department's Procurement Division will not process requisitions for those items from any other department. The intent is to maintain uniformity of quality and functionality, as well as compatibility, throughout the Town.

Protest of Solicitation

Any vendor may protest either the Town's solicitation specifications or the contract award recommendation, if done so in the time frame and manner outlined in this section.

Any vendor may protest the terms of the specifications and / or solicitation. Any protest regarding the specifications or solicitation requirements must be submitted to the Town's Finance Director at no less than seventy-two (72) hours prior to the bid / proposal due date and time, excluding weekends and legal holidays.

FAILURE OF A VENDOR TO SUBMIT A PROTEST IN THIS TIMEFRAME CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS REGARDING THE SPECIFICATIONS OR SOLICITATION REQUIREMENTS.

Protest of Award

Any vendor who has submitted a timely bid or proposal in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to the Town's Finance Director. Any protest must be submitted in writing and be in the possession of the Town's Finance/Procurement Department before noon (EST) on the 2nd working day following the public recommendation of contract award.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

Contents of Protest

The bid protest must be clearly designated "PROTEST OF AWARD" and contain the following:

1. The solicitation number and title as well as a complete statement of the basis for the protest.
2. The name, title, company name, physical address, email address, and telephone number of the person representing the protesting vendor.
3. The specific portion of the bid / proposal document(s) which forms the basis for the protest, as well as the specific objection of the vendor.
4. A statement indicating the relief sought by the protesting vendor; and
5. All other relevant information / documentation in support of the protest.

Certification

By submitting a protest of award, the protester certifies, to the best of his / her knowledge, information and belief, that the protest is well grounded in fact and is warranted by existing law, policy or a good faith argument for the extension, modification or reversal of existing law or policy, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.

Stay of Award

In the event of a timely protest, the Town shall not proceed further with the solicitation or with the award of the contract until the Finance Officer, after consultation with the head of the User Department, makes a written determination that the award of the contract without delay is necessary to protect the substantial interest of the Town.

Resolution of Protest

The Finance Director has the authority to settle and resolve any solicitation protests. The Finance Director will investigate the matter and make a diligent effort to issue a decision in writing within ten (10) calendar days of receipt of the protest stating the reasons for the action taken. Nevertheless, any bidder / proposer who may disagree with the final recommendation of the Finance Officer have the right to present their reasons for disagreement by submitting a written Request for Administrative Review to the Town Administrator within five (5) calendar days from receipt of the written decision of the Finance Director. A written decision will be provided to the protester stating the reason(s) for the final determination.

THE PROTEST PROCEDURE SET FORTH IN THIS SECTION IS A MANDATORY ADMINISTRATIVE PROCEDURE THAT MUST BE UTILIZED AND EXHAUSTED PRIOR TO SEEKING JUDICIAL REVIEW OR REMEDY OF THE PROTEST.

Procurement under the Authority of Another Governmental Entity's Bid Process

Purchase of materials or services, for which any state or other governmental organization has awarded a contract to a vendor through the competitive bidding process may be made without an additional bidding process, provided the vendor meets the desired bid specifications. The competitive bidding process of another entity must have specified that other institutions are permitted to purchase under the bid.

Non-Performance Policy

Failure of a bidder to complete a contract, bid, or purchase order in the specified time agreed on, or failure to provide the service, materials, or supplies required by such contract, bid, or purchase order, or failure to honor a quoted price on services, materials, or supplies on a contract, bid, or purchase order may result in one or more of the following actions:

- Removal of a vendor from the bid list for a period to be determined by the governing body.
- Allowing the vendor to find the needed item for the town from another supplier at no additional cost to the Town.
- Allowing the town to purchase the needed services, materials, or supplies from another source (following purchasing procedures) and charge the vendor for any difference in cost resulting from this purchase.
- Allowing monetary settlement.

Delinquent Delivery

Once the purchasing department has issued a purchase order, no follow-up work should be done unless the using department says the items have not been received. If this happens, the purchasing department will initiate action, either written or verbal as time allows, to investigate the delay. The using department will be advised of any further problems or a revised delivery date.

Contractual Purchases

Materials, supplies, or services that are needed constantly for town operations will be procured through a formal bid and will be awarded by the governing body for a contract period determined to be in the best interest of the town. This procedure shall be used in cases where the amount of the purchase of said materials, supplies, or services will be \$25,000* or more within the fiscal year. For amounts below \$25,000*, the award will be made by the purchasing agent.

*Limit may be lowered or increased by ordinance.

Discounts For Prompt Payment

Bidders may include cash discounts in their quoted price, with terms of payment to be a minimum of Net 30. If cash discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. The time for computing prompt payment begins upon the Town's receipt of an accurate invoice.

Items Covered by Warranty or Guarantee

The town buys many items that have a warranty or guarantee for a certain length of time, such as tires, batteries, water heaters, roofs, and equipment. Before these items are repaired or replaced, the purchasing agent should be consulted to determine if the item is covered by such a warranty or guarantee.

The purchasing agent shall maintain an active current file with complete information on such warranties or guarantees. All warranties must be remitted to the purchasing agent with the invoice indicating date of receipt.

Purchases of Certain Insurances

T.C.A. § 29-20-407 provides that municipalities may purchase any of the insurance authorized and approved by any organization of governmental entities representing cities and counties without having to go through competitive bidding. This is true regardless of any public or private charter restrictions.

Signatures

Contracts, applications for title, tax exemption certificates, agreements, and contracts for utilities shall not be signed by any town employee unless authorized in writing by the purchasing agent or by action of the governing body.

Trade-Ins

A list of equipment to be used as trade-in shall accompany the request and specifications. The list includes the model, year, serial and Town tag numbers, and other pertinent data.

Sale of Surplus Property

When a department head determines there is surplus equipment or material in the department, he or she shall notify the purchasing agent in writing. All department heads and employees shall comply with the municipal surplus property policy.

Inspection and Testing

When necessary, the purchasing agent may have all deliveries of supplies, materials, equipment, or contractual services inspected to be sure their performance meets specifications made in an order or contract.

The purchasing agent may also require chemical and physical tests of materials submitted with bids and delivery samples or after products have been delivered. These tests may be necessary to be sure the quality of materials meets the desired standards. When performing such tests, the purchasing agent may use the facilities of any outside lab.

Bid/Performance/Payment Bond

At the direction of State Law or the direction of the Town's Finance Office/Procurement Office, a bid, performance, or payment bond may be required. The Town's Finance/Procurement Office determines the amounts and terms of any bond.

General Information

Federal Excise Tax

The town is exempt from the payment of excise taxes imposed by the federal government, and suppliers must deduct the amount of such taxes from their bids, quotations, and invoices.

Standardization Requirements

Standardizing supplies and materials that can be bought in large quantities can save a great deal of money. Thus, department heads should adopt as standards the minimum number of quantities, sizes, and varieties of commodities consistent with successful operation. Where practical, materials and supplies should be bought based on requirements for the fiscal year.

Inspection of Deliveries

No invoices for supplies, materials, or equipment shall be accepted for payment until such supplies, materials, etc., have been received and inspected by the department head, and the invoice has been verified.

Correspondence with Suppliers

Copies of any correspondence with suppliers concerning prices, adjustments, or defective merchandise shall be forwarded to the purchasing agent. All invoices, bills of lading, delivery tickets, and other papers relating to purchases shall be sent to the purchasing agent.

Claims

The purchasing agent shall initiate all claims for shortages, breakages, or other complaints against either shipper or carrier in connection with shipments.

Public Inspection of Records

The purchasing agent shall keep a complete record of all quotations, bids, and purchase orders. Such records shall be open to public inspection.

Designee

When a position such as purchasing agent, finance officer, or department head is mentioned, their assistants or designees are acceptable substitutes if they have written permission to do so.

Registration and Licensure Requirements

Architect or Engineer Required: T.C.A. § 62-2-107 provides that state and local governments shall not engage in the construction of public works projects involving architecture, engineering, or landscape architecture without having plans, specifications, and estimates made by registered architects, registered engineers or registered landscape architects. This requirement does not apply if the cost of the complete project does not exceed fifty thousand dollars (\$50,000), and the work does not alter the structural, mechanical, or electrical system of the project, or the project cost does not exceed one hundred thousand dollars (\$100,000) and the project is located in a state park, and the work is solely maintenance, as defined in the state building commission policy and procedures.

Public Works Contracts: Contractors and subcontractor services for public works contracts exceeding \$25,000 shall comply with licensure requirements contained in T.C.A. § 62-6-102.

Non-Collusion Affidavit

Bidders/Proposers will turn in a signed Non-Collision Affidavit stating that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the bidder/proposer has not directly induced or solicited any other bidder/proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the bidder/proposer has not sought by collusion to secure for himself/herself an advantage over any other bidder/proposer. Failure to include an Affidavit with the bid/proposal will result in the bid/proposal being deemed non-responsive and will result in a rejection.

Contract Management

The Town of Farragut's Finance Department has the duties and responsibilities of contract management. The process of contract management include:

- Preparation of Contracts
- Management of Contract Register
- Monitoring of Payments
- Control contract variation and price adjustment
- Access and Monitor Performance
- Manage Contract disputes and close out of contracts

Contracts are approved by Board of Mayor and Alderman. All contracts will be maintained in the Finance Department's software to enable easy retrieval and identification of all contractual arrangements. The Finance Department's software will be used to monitor contract end dates in order to notify the user departments to commence with a procurement strategy on time, at least 6 months prior to the expiration date of the contract.

Contract payments will be made in accordance with the provisions of the contract after delivery and budget confirmation. Evidence of delivery is required that the end user has certified that the work has been satisfactorily executed and met the required standard of performance.

Extension of a contract is undesirable because it often leads to uncontrolled increases in the contract prices, and it can also be a contributing factor to circumventing the procurement processes.

Performance management of contracts must be undertaken throughout the life of the contract and for all contracts. Poor performance should be recorded appropriately after engagement with the contractors. It should be considered that if proper record is not kept, such non-performance cannot be deemed a sound reason for passing over such contractor when evaluating future bids. The Finance Department will work with the Using Department on remedies which may include:

- Inform the contractor or person(s) by registered mail or by delivery of the notice by hand of the intention to impose any restrictions based on performance
- Allow the contractor and or person(s) fourteen (14) days to provide reasons why the restrictions should not be imposed.

Using Departments will complete progress reports indicating the stage of the contract; achievement milestones as per the contract agreement; response time and deliveries within the contract period; quality of work, payments; poor performance and actions. Progress reports will be regularly submitted to the Finance Department responsible for contract performance management for deliberations, recording discrepancies and filing. (Submission of progress reports will be determined by the nature and timeline of the project.)

Contract termination is the last resort to be ought by the Town of Farragut when dealing with disputes and non-performance of a contract. Termination of a contract may be considered for a variety of reasons, such as non-compliance with contract conditions, delayed deliveries, bribery, death or sequestration/liquidation of the contractor, to name a few.

The close out procedure of a contract is to provide a mechanism for managing the closure of the contract following the end of any retention or guarantee periods and the resolution of outstanding matters. The procedure is to:

- Ensure completion of all administrative matters
- Record all technical issues have been completed
- Determine the extent of any liquidated damages to be deducted from the contract price

- Transfer any assets, including data and intellectual property
- Transfer operational systems to the Town of Farragut
- Ensure the retention of records relating to the contract to counter any subsequent claims that may be brought.

Tennessee Open Records Act Requirements

All documents related to procurement are public record once the purchase order or contract is awarded. Once a procurement records request is received, the Finance Department's Procurement Division will provide such information within seven (7) working days.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Resolution R-2025-03, Appointment of Town of Farragut Municipal Judge

INTRODUCTION:

In accordance with the Town of Farragut Municipal Code Chapter 12, Section 12-2, the office of municipal judge shall be filled by a resolution of appointment by the Board of Mayor and Aldermen.

BACKGROUND:

Any person appointed to the office of municipal judge shall hold a baccalaureate degree from an accredited college or university; shall be at least thirty years of age and have been a resident of the town for a period of one-year preceding appointment to office.

The normal term of office for any officer appointed pursuant of section 12-5 shall be for one year and such officer shall continue to serve thereafter until such officer’s successor has been appointed and is sworn in unless otherwise provided.

The compensation of the judge is also prescribed by resolution pursuant of section 12-7. Currently, the compensation for the judge is \$300 per court session.

DISCUSSION:

G. Keith Alley was first appointed as municipal judge in 2016 and has been reappointed by the Board of Mayor and Aldermen each following year. Judge Alley has agreed to serve another term as municipal judge for the 2025 court year.

PROPOSED MOTION:

To approve Resolution R-2025-03, Appointment of _____ as the Town of Farragut Municipal Judge.

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	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2025-03

APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, wishes to appoint a Municipal Judge, and

WHEREAS, the level of compensation of the Municipal Judge may be set by the Board of Mayor and Aldermen,

NOW, THEREFORE, BE IT RESOLVED that **G. Keith Alley** is hereby appointed effective February 1, 2025, as municipal judge to a term ending January 31, 2026, or thereafter until a successor Municipal Judge has been appointed and been sworn in and shall be paid compensation of \$300 per session of the Farragut Municipal Court.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 23rd day of January 2025.

Ron Williams, Mayor

Allison Myers, Town Recorder

Sec. 12-2. Office of municipal judge established; tenure; removal.

There is hereby established the office of municipal judge which office shall be filled by a resolution of appointment by the board of mayor and aldermen. Notwithstanding anything to the contrary contained herein, such officer shall always serve at the pleasure of the board of mayor and aldermen and may be removed from office for any reason at any time by resolution of said board.

(Code 1985, § 1-502; Code 2007, § 3-102)

State law reference(s)—Creation of office of municipal judge, T.C.A. §§ 16-18-101, 16-18-102; municipal court judges, T.C.A. § 16-18-308 et seq.

Sec. 12-3. Powers of judge.

The powers of the judge are provided for in T.C.A. § 16-18-302 and as otherwise may be provided by state law.

(Code 1985, § 1-503(modified); Code 2007, § 3-103)

Sec. 12-4. Qualifications of judge.

Any person appointed to the office of municipal judge shall hold a baccalaureate degree from an accredited college or university, shall be at least 30 years of age, and have been a resident of the town for a period of one year preceding election to office. The continuing education requirements of the judge are governed by T.C.A. § 16-18-309. If the judge is a licensed attorney at time of selection, suspension or revocation of such person's license to practice law shall constitute an automatic termination of that person's appointment to office pursuant to this chapter and a vacancy in such office shall forthwith exist to be filled by appropriate appointment by the board of mayor and aldermen.

(Code 1985, § 1-504; Code 2007, § 3-104; Ord. No. 09-25, § 1, 1-14-2010)

Sec. 12-5. Normal term of office for judge.

The normal term of office for any officer appointed pursuant to this chapter shall be for one year and such officer shall continue to serve thereafter until such officer's successor has been appointed and is sworn in unless otherwise provided herein. Vacancies in any office created hereby shall be filled for the unexpired term by the board of mayor and aldermen.

(Code 1985, § 1-505; Code 2007, § 3-105)

Sec. 12-6. Oath of office for judge.

Any person appointed to the office of municipal judge shall, prior to entering upon the duties of such office, take the following oath to be administered by the mayor:

"I, _____, do solemnly swear to perform and discharge the duties and obligations of Municipal Judge of the Town of Farragut, and to enforce the ordinances of the town and the laws of the state without fear or favor, so help me God."

(Code 1985, § 1-506; Code 2007, § 3-106)

Sec. 12-7. Compensation of judge.

In passing any resolution appointing any person to office pursuant to the provisions of this chapter, such resolution by the board of mayor and aldermen shall prescribe the compensation, if any, to be paid to such person which level of compensation may not be changed or altered during such person's term of service.

(Code 1985, § 1-507; Code 2007, § 3-107)

REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY:** William E. McKelvey, Senior Project Manager**SUBJECT:** Approval of Bids and Award of Contract No. 2025-11, Campbell Station Inn Interior Renovation

INTRODUCTION: The purpose of this agenda item is approval of the bids and award of Contract No. 2025-11 for Campbell Station Inn Interior Renovation, that opened on January 14, 2025.

STRATEGIC PLAN: The Town's historic past is an asset that needs to be preserved for many generations to come. The Campbell Station Inn was estimated to be built in the 1830's and the final phase of the preservation of this historic structure would meet the Town's priority initiatives of Connecting our Community with Excellent Parks, Greenways, Trails, Sidewalks and Recreation Programs and Advancing a High-Quality and Well-Maintained Community.

BACKGROUND: The Board of Mayor and Aldermen voted to purchase this property in August 2013, to preserve the historic Campbell Station Inn on the corner of Kingston Pike and N. Campbell Station Rd. The inn is registered on the National Registry of Historic Places. Phase 1 was approved to stabilize the house because it was in bad condition and was completed in 2017. Phase 2 was approved in 2019 to build the Plaza and to create green space around the exterior of the house. This final phase is for interior renovation to for offices, a decorated period room, and a small gathering rental space for the public.

DISCUSSION: The Town received (1) bid on January 14, 2025. Attached are the bids received as follows:
Hickory Construction Inc.

Base Bid	\$492,825.00
----------	--------------

Alternate Bids:

- | | |
|---|-------------|
| 1. Dumbwaiter: | \$82,800.00 |
| 2. Catering Area in Basement: | \$30,366.00 |
| 3. 2 nd Floor Cosmetic Improvements: | \$52,783.00 |
| 4. Toilet Room 208: | \$24,286.00 |
| 5. Extra Tuckpointing per sqft
if needed: | \$25.00sf |

Total:	\$683,060.00
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Recommend the bid including alternates in the amount of \$683,060.00 be awarded to Hickory Construction Inc.

FINANCIAL SECTION: Campbell Station Inn Interior Renovation, Contract 2025-11

Account Number: 310-46230-9610

<u>FY2025 Approved Budget</u>	<u>Contract</u>	<u>Expenditures to Date</u>	<u>Account Balance</u>
\$750,000.00	\$683,060	\$0	\$66,940

Approved By: A. Myers

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

PROPOSED MOTION: Approval of the bid and award of Contract 2025-11 Campbell Station Inn Interior Renovation to Hickory Construction Inc. for its base bid and all alternate bids in the amount of \$683,060.00 and authorize the town administrator to approve any change orders up to a total of \$25,000.00 before requiring authorization by the Farragut Board of Mayor and Aldermen.

BOARD ACTION:

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

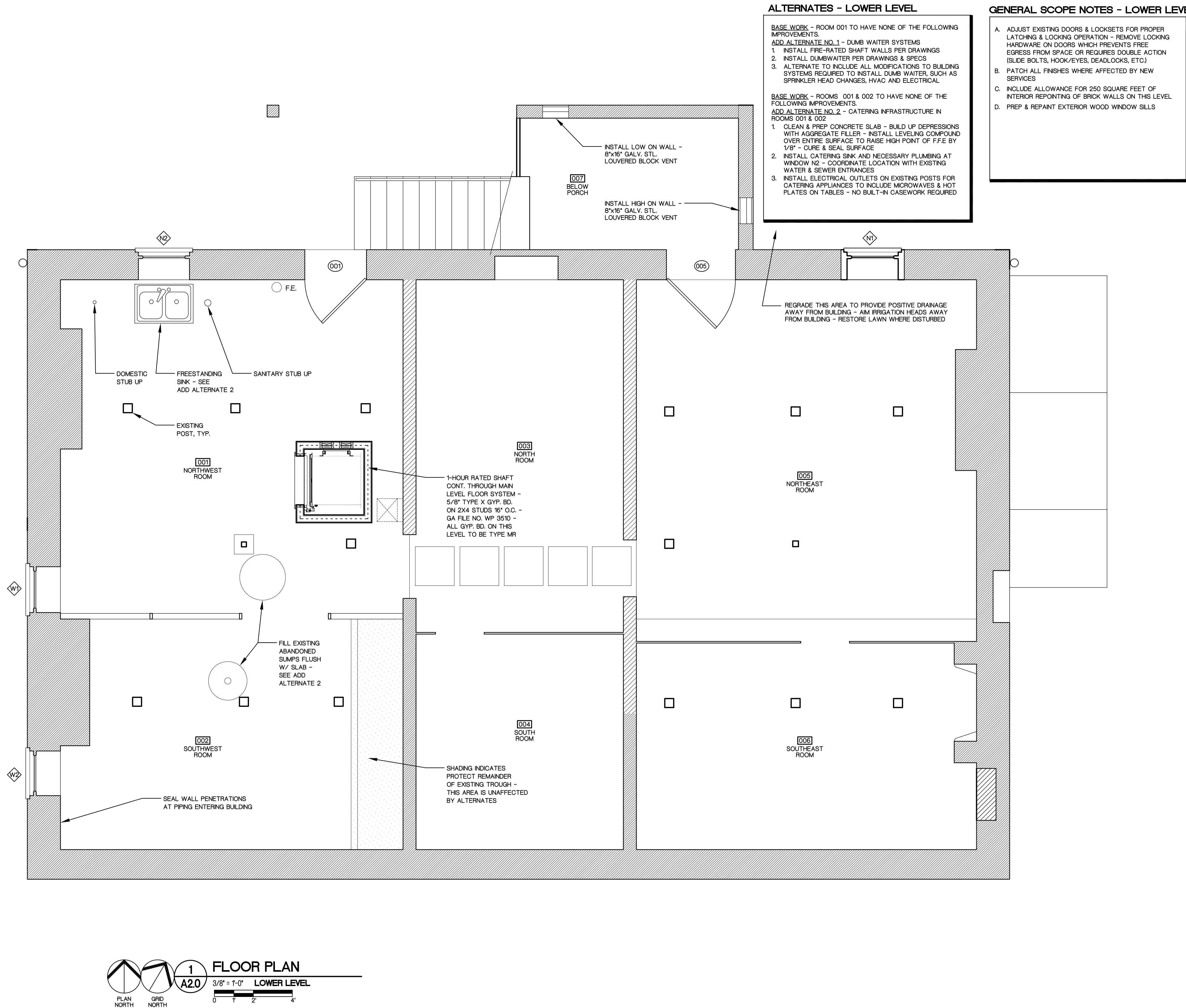
<u>VOTE/TOTAL</u>	<u>BURNETTE</u>	<u>MEYER</u>	<u>CAIN</u>	<u>WHITE</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Bid Tabulation Sheet: Notice of Intent to Award

Bid Title: Campbell Station Inn Interior Renovations			
Bid No: 2025-11			
Opening Date & Time: January 14th, 2025 @ 10:00am			
Vendor	Vendor City/State	Base Bid Price	Alternate Bid
Hickory Construction Inc.	Knoxville, TN	\$492,825.00	1. Dumbwaiter: \$82,800.00 2. Catering Area in Basement: \$30,366.00 3. 2nd Flr Cosmetic Impvts: \$52,783.00 4. Toilet Room 208: \$24,286.00 5. Tuckpointing at Basement Wall: \$27 per SF

Intended Award: Hickory Construction Inc.



**BREWER
INGRAM
FULLER**
Architects Inc.

CAMPBELL
STATION
INN
AVERY
RUSSELL
HOUSE

Interior Renovation Phase

NOT FOR CONSTRUCTION
THESE DRAWINGS ARE INTENDED TO ILLUSTRATE GENERALLY THE PROPOSED SCOPE AND QUALITY OF THE PROJECT AND TO ASSIST IN OBTAINING A PRELIMINARY ESTIMATE OF CONSTRUCTION COST. THESE DOCUMENTS ARE NOT INTENDED FOR CONSTRUCTION, NOR ARE THEY INTENDED TO BE COMPLETE OR FULLY DETAILED. THEY CONTAIN A LEVEL OF INCONSISTENCY COMMON TO PROGRESS DRAWINGS AT THE DESIGN DEVELOPMENT STAGE. THE FINAL CONSTRUCTION DOCUMENTS WILL MODIFY SOME OF THE INFORMATION CONTAINED HEREIN BASED ON ARCHITECTURAL REQUIREMENTS, DEVELOPMENT OF BUILDING SYSTEMS, OWNER CHANGES, AND COORDINATION OF INFORMATION.

**FLOOR PLAN -
LOWER LEVEL**

**PRELIMINARY
- NOT FOR
CONSTRUCTION**

ALTERNATES - MAIN LEVEL

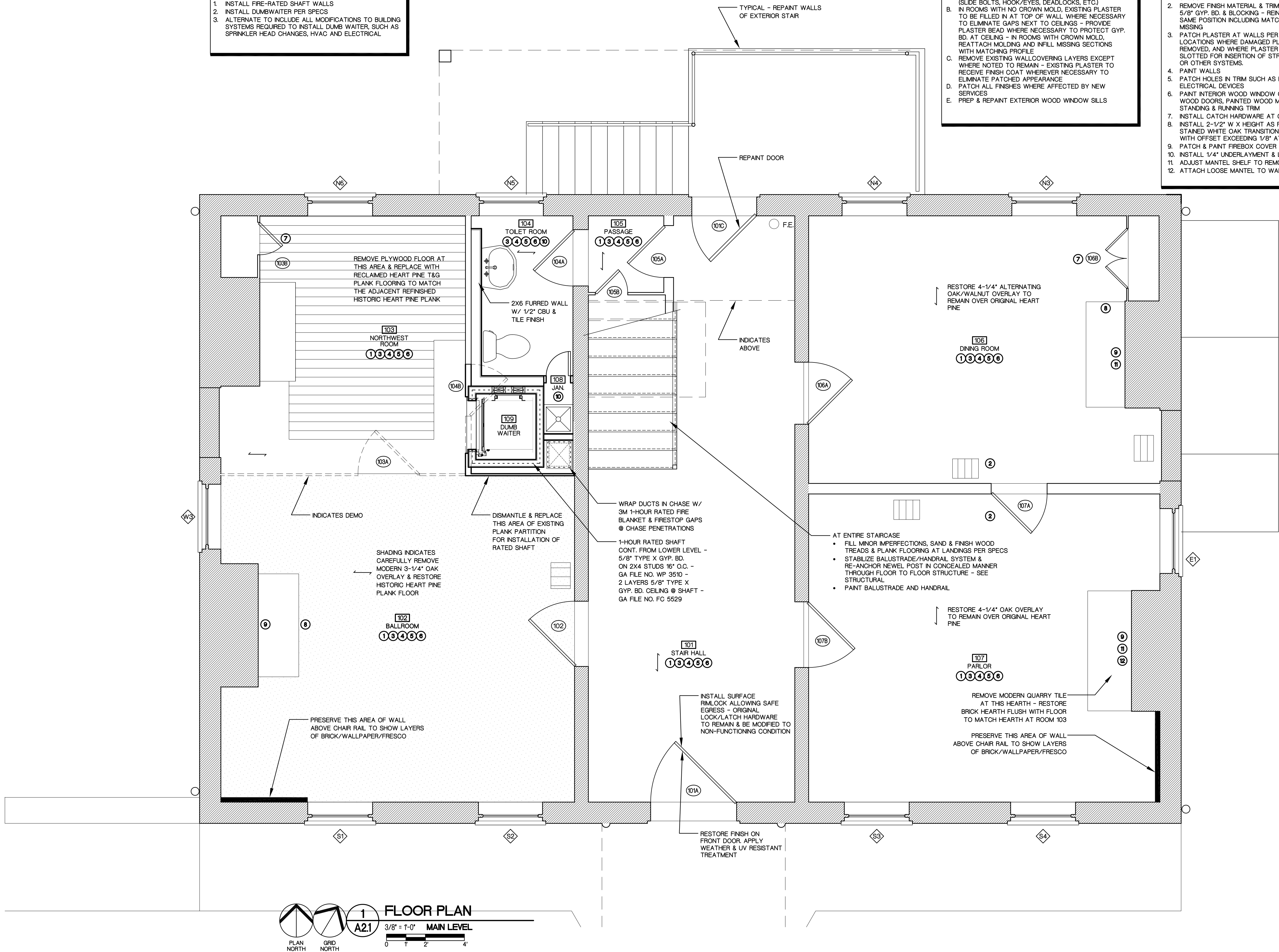
BASE WORK - ROOM 109 TO BE CONSTRUCTED AS NON-RATED CLOSET - RELOCATE DOOR 104B TO LOCATION INDICATED FOR DUMB WAITER DOOR, SWING INTO ROOM 103
ADD ALTERNATE NO. 1 - DUMB WAITER SYSTEMS
1. INSTALL FIRE-RATED SHAFT WALLS
2. INSTALL DUMBWAITER PER SPECS
3. ALTERNATE TO INCLUDE ALL MODIFICATIONS TO BUILDING SYSTEMS REQUIRED TO INSTALL DUMB WAITER, SUCH AS SPRINKLER HEAD CHANGES, HVAC AND ELECTRICAL

GENERAL SCOPE NOTES - MAIN LEVEL

- A. ADJUST EXISTING DOORS & LOCKSETS FOR PROPER LATCHING & LOCKING OPERATION - REMOVE LOCKING HARDWARE ON DOORS WHICH PREVENTS FREE EGRESS FROM SPACE OR REQUIRES DOUBLE ACTION (SLIDE BOLTS, HOOK/EYES, DEADLOCKS, ETC.)
B. IN ROOMS WITH NO CROWN MOLD, EXISTING PLASTER TO BE FILLED IN AT TOP OF WALL WHERE NECESSARY TO ELIMINATE GAPS NEXT TO CEILINGS - PROVIDE PLASTER BEAD WHERE NECESSARY TO PROTECT GYP. BD. AT CEILING - IN ROOMS WITH CROWN MOLD, REATTACH MOLDING AND INFILL MISSING SECTIONS WITH MATCHING PROFILE
C. REMOVE EXISTING WALLCOVERING LAYERS EXCEPT WHERE NOTED TO REMAIN - EXISTING PASTER TO RECEIVE FINISH COAT - WHEREVER NECESSARY TO ELIMINATE PATCHED APPEARANCE
D. PATCH ALL FINISHES WHERE AFFECTED BY NEW SERVICES
E. PREP & REPAINT EXTERIOR WOOD WINDOW SILLS

FINISH REFERENCE KEY NOTES

1. PATCH WOOD PLANK FLOORING AT PREVIOUS FLOOR GRILLE OPENINGS & OTHER GAPS WITH MATCHING MATERIAL - SOLID BLOCKING UNDER EDGES - FILL MINOR IMPERFECTIONS, SAND & FINISH WOOD PLANK FLOORING PER SPECS
2. REMOVE FINISH MATERIAL & TRIM AT STUD WALL - INSTALL 5/8" GYP. BD. & BLOCKING - REINSTALL ORIGINAL TRIM IN SAME POSITION INCLUDING MATCHING PROFILES WHERE MISSING
3. PATCH PLASTER AT WALLS PER SPECS AT CRACKS, LOCATIONS WHERE DAMAGED PLASTER HAS BEEN REMOVED, AND WHERE PLASTER HAS BEEN CUT OR SLOTTED FOR INSERTION OF STRUCTURE, CONDUIT, PIPING, OR OTHER SYSTEMS.
4. PAINT WALLS
5. PATCH HOLES IN TRIM SUCH AS FROM ABANDONED ELECTRICAL DEVICES
6. PAINT INTERIOR WOOD WINDOW COMPONENTS, PAINTED WOOD DOORS, PAINTED WOOD MANTELS, & WOOD STANDING & RUNNING TRIM
7. INSTALL CATCH HARDWARE AT CABINET DOORS
8. INSTALL 2-1/2" W X HEIGHT AS REQUIRED BEVELED STAINED WHITE OAK TRANSITION TRIM AT HEARTH EDGES WITH OFFSET EXCEEDING 1/8" AT ADJACENT FLOORING
9. PATCH & PAINT FIREBOX COVER
10. INSTALL 1/4" UNDERLAYMENT & LVT FLOORING
11. ADJUST MANTEL SHELF TO REMOVE BACK-TO-FRONT SAG
12. ATTACH LOOSE MANTEL TO WALL



BREWER
INGRAM
FULLER
Architects Inc.

CAMPBELL
STATION
INN
AVERY
RUSSELL
HOUSE

Interior Renovation Phase

GENERAL PROJECT SUMMARY

BASE WORK SCOPE

- PATCH & RESTORE PLANK FLOORING
- PATCH & REPAIR WALL FINISHES PER DRAWINGS
- PAINTING OF WALLS, DOORS, WINDOWS, TRIM
- INSTALLATION OF ADDITIONAL ELECTRICAL OUTLETS
- INSTALLATION OF ROUGH-INS FOR DATA/SECURITY/AV
- INSTALLATION OF TRANSITION TRIM AT HEARTH EDGES WITH LEVEL CHANGES EXCEEDING 1/8"
- REINFORCE STAIR FRAMING - TRIM OVER GAP BETWEEN STAIRCASE AND NORTH EXTERIOR WALL
- INSTALLATION OF RESTROOM ON MAIN LEVEL

ALTERNATES

SEE DRAWINGS & SPECS FOR ADDITIONAL INFORMATION

- INSTALLATION OF DUMBWAITER SYSTEM CONNECTING LOWER LEVEL TO MAIN LEVEL
- INSTALLATION OF CATERING INFRASTRUCTURE ON LOWER LEVEL
- COSMETIC RENOVATIONS ON UPPER LEVEL
- INSTALLATION OF TOILET ROOM ON UPPER LEVEL

ACCESSIBLE TOILET FACILITIES

NEW TOILET ROOMS IN THIS INTERIOR RENOVATION PHASE ARE NOT ACCESSIBLE. ACCESSIBLE TOILET FACILITIES ARE PROVIDED IN ADJACENT RESTROOM BUILDING.

SYMBOL INDICATES DIRECTION OF WOOD FINISH FLOORING - HISTORIC FLOORING IS APPROX. 1-1/4" X 5-6" T&G HEART PINE UNLESS NOTED OTHERWISE

NOT FOR CONSTRUCTION

THESE DRAWINGS ARE INTENDED TO ILLUSTRATE GENERALLY THE PROPOSED SCOPE AND QUALITY OF THE PROJECT AND TO ASSIST IN OBTAINING A PRELIMINARY ESTIMATE OF CONSTRUCTION COST. THESE DOCUMENTS ARE NOT INTENDED FOR CONSTRUCTION, NOR ARE THEY INTENDED TO BE COMPLETE OR FULLY DETAILED. THEY CONTAIN A LEVEL OF INCONSISTENCY COMMON TO PROGRESS DRAWINGS AT THE DESIGN DEVELOPMENT STAGE. THE FINAL CONSTRUCTION DOCUMENTS WILL MODIFY SOME OF THE INFORMATION CONTAINED HEREIN BASED ON ARCHITECTURAL REQUIREMENTS, DEVELOPMENT OF BUILDING SYSTEMS, OWNER CHANGES, AND COORDINATION OF INFORMATION.

FLOOR PLAN -
MAIN LEVEL

PRELIMINARY
- NOT FOR
CONSTRUCTION

ALTERNATES - UPPER LEVEL

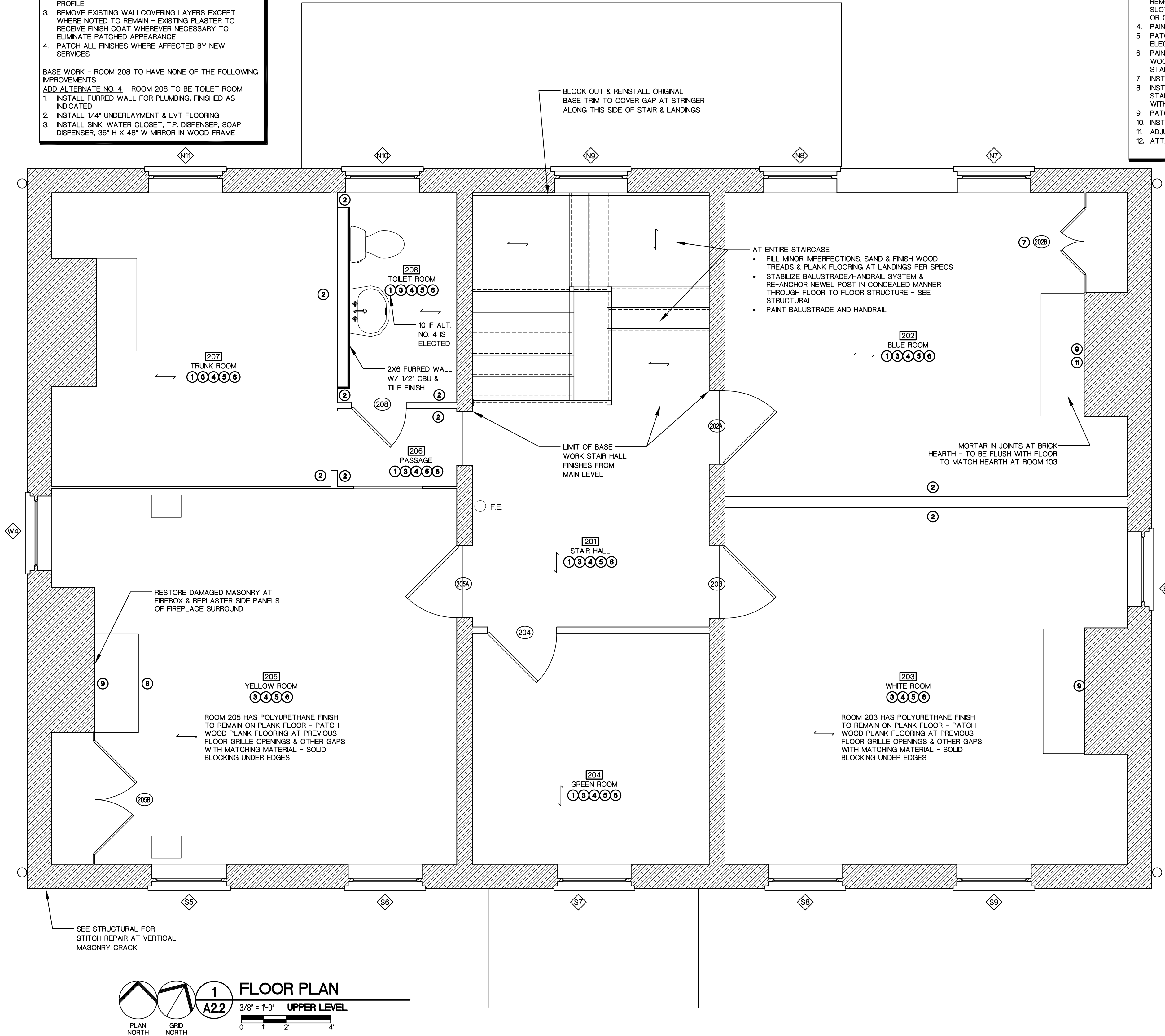
BASE WORK - FINISH REFERENCE KEY NOTES ON THIS SHEET SHALL NOT APPLY TO UPPER LEVEL.
ADD ALTERNATE NO. 3 - COSMETIC IMPROVEMENTS
1. FINISH REFERENCE KEY NOTES ON THIS SHEET SHALL APPLY TO UPPER LEVEL AS INDICATED AT EACH ROOM.
2. IN ROOMS WITH NO CROWN MOLD, EXISTING PLASTER TO BE FILLED IN AT TOP OF WALL WHERE NECESSARY TO ELIMINATE GAPS NEXT TO CEILINGS - PROVIDE PLASTER BEAD WHERE NECESSARY TO PROTECT GYP. BD. AT CEILING - IN ROOMS WITH CROWN MOLD, REATTACH MOLDING AND INFILL MISSING SECTIONS WITH MATCHING PROFILE.
3. REMOVE EXISTING WALLCOVERING LAYERS EXCEPT WHERE NOTED TO REMAIN - EXISTING PLASTER TO RECEIVE FINISH COAT WHEREVER NECESSARY TO ELIMINATE PATCHED APPEARANCE.
4. PATCH ALL FINISHES WHERE AFFECTED BY NEW SERVICES.
BASE WORK - ROOM 208 TO HAVE NONE OF THE FOLLOWING IMPROVEMENTS:
ADD ALTERNATE NO. 4 - ROOM 208 TO BE TOILET ROOM
1. INSTALL FURRED WALL FOR PLUMBING, FINISHED AS INDICATED.
2. INSTALL 1/4" UNDERLAYMENT & LVT FLOORING.
3. INSTALL SINK, WATER CLOSET, T.P. DISPENSER, SOAP DISPENSER, 36" H X 48" W MIRROR IN WOOD FRAME.

GENERAL SCOPE NOTES - UPPER LEVEL

A. ADJUST EXISTING DOORS & LOCKSETS FOR PROPER LATCHING & LOCKING OPERATION - REMOVE LOCKING HARDWARE ON DOORS WHICH PREVENTS FREE EGRESS FROM SPACE OR REQUIRES DOUBLE ACTION (SLIDE BOLTS, HOOK/EYES, DEADLOCKS, ETC.)
B. PREP & REPAINT EXTERIOR WOOD WINDOW SILLS

FINISH REFERENCE KEY NOTES ③

1. PATCH WOOD PLANK FLOORING AT PREVIOUS FLOOR GRILLE OPENINGS & OTHER GAPS WITH MATCHING MATERIAL - SOLID BLOCKING UNDER EDGES - FILL MINOR IMPERFECTIONS, SAND & FINISH WOOD PLANK FLOORING PER SPECS.
2. REMOVE FINISH MATERIAL & TRIM AT STUD WALL - INSTALL 5/8" GYP. BD. & BLOCKING - REINSTALL ORIGINAL TRIM IN SAME POSITION INCLUDING MATCHING PROFILES WHERE MISSING.
3. PATCH PLASTER AT WALLS PER SPECS AT CRACKS, LOCATIONS WHERE DAMAGED PLASTER HAS BEEN REMOVED, AND WHERE PLASTER HAS BEEN CUT OR SLOTTED FOR INSERTION OF STRUCTURE, CONDUIT, PIPING, OR OTHER SYSTEMS.
4. PAINT WALLS.
5. PATCH HOLES IN TRIM SUCH AS FROM ABANDONED ELECTRICAL DEVICES.
6. PAINT INTERIOR WOOD WINDOW COMPONENTS, PAINTED WOOD DOORS, PAINTED WOOD MANTELS, & WOOD STANDING & RUNNING TRIM.
7. INSTALL CATCH HARDWARE AT CABINET DOORS.
8. INSTALL 2-1/2" W X HEIGHT AS REQUIRED BEVELED STAINED WHITE OAK TRANSITION TRIM AT HEARTH EDGES WITH OFFSET EXCEEDING 1/8" AT ADJACENT FLOORING.
9. PATCH & PAINT FIREBOX COVER.
10. INSTALL 1/4" UNDERLAYMENT & LVT FLOORING.
11. ADJUST MANTEL SHELF TO REMOVE BACK-TO-FRONT SAG.
12. ATTACH LOOSE MANTEL TO WALL.



BREWER INGRAM FULLER Architects Inc.
CAMPBELL STATION INN
AVERY RUSSELL HOUSE
Interior Renovation Phase

SYMBOL INDICATES DIRECTION OF WOOD FINISH FLOORING - HISTORIC FLOORING IS APPROX. 1-1/4" X 6-6" T&G HEART PINE UNLESS NOTED OTHERWISE

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FLOOR PLAN - UPPER LEVEL

PRELIMINARY - NOT FOR CONSTRUCTION



PROJECT MANUAL

Contract No. 2025-11

CAMPBELL STATION INN INTERIOR RENOVATIONS

DECEMBER 2024

**Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934
(865) 966-7057**

**Brewer Ingram Fuller Architects, Inc.
111 N. Concord Street
Knoxville, TN 37919**

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ADVERTISEMENT FOR BIDS

Sealed bids for the project entitled **Campbell Station Inn Interior Renovations** will be received by the Town of Farragut on **January 14, 2025 at 10:00 am** in the Farragut **Community Center** located at 239 Jamestowne Blvd, Farragut, Tennessee. At said place and time, all bids that have been duly received, will be publicly opened and read aloud.

This project consists of interior renovations for the Town of Farragut to the Campbell Station Inn. The Architect is Brewer Ingram Fuller Architects, Inc. of Knoxville, Tennessee. Project consists of interior renovation of the existing Campbell Station Inn. Work includes all interior finishes.

IMPORTANT:

A **mandatory pre-bid** conference will be held on **December 17, 2024 at 10:00 am** at the Campbell Station Inn, 11409 Kingston Pike, Farragut Tennessee. Pre-bid conference attendance is a prerequisite for submitting a bid for this project. Interested parties will have an opportunity to review the documents and ask for additional information or project clarification.

BID DOCUMENTS

The Bidding Documents for the project may be obtained at the following locations:

By registering on the Town of Farragut Bid Postings site:

<https://www.townoffarragut.org/bids.aspx>. Only complete sets of documents will be issued.

Online access will be provided to prime bidders only.

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

BID GUARANTY

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

END OF SECTION

IMPORTANT NOTICE TO BIDDERS

The successful bidder shall be required to furnish one hundred percent (100%) separate Performance and Payment Bonds. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the Owner.

Builders Risk Insurance will be required from the Selected Contractor to cover the building while it is under contract.

Only bids from qualified bidders will be accepted. Bidders must comply with the requirements of the State of Tennessee and be appropriately licensed as a contractor in the State of Contract No. 2025-11.

Tennessee as provided in T.C.A. § 62-6-101. The bidder's name, license number, expiration date, and that part of the contracting classification applying to the bid shall appear on the sealed envelope containing the bid; otherwise, the Bid shall not be opened.

The Owner will not be responsible for full or partial sets of bidding documents, including any Addenda, obtained from any other source. Each bidder shall be responsible for the review of all Addenda for the project and shall acknowledge all Addenda on the bid form.

The Owner reserves the right to reject any and all bids, to waive informalities, or to reject non-conforming, non-responsive, or conditional bids. The Owner reserves the right to award a contract to the lowest, responsive, responsible bidder or bidders, taking into consideration quality, performance and time.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. The Town of Farragut (hereinafter called the "Owner" or "Town") invites sealed bids for the CAMPBELL STATION INN INTERIOR RENOVATIONS contract to be submitted to the Farragut Community Center, 239 Jamestowne Blvd, Farragut, Tennessee, by January 14, 2025 at 10:00 am. The qualified bids will be opened and publicly read aloud.
2. As required by Tennessee Code Annotated § 62-6-119, the bidder shall be properly licensed at the time of the bid and shall provide with their bid evidence of compliance with the applicable provisions of this chapter before such bid may be considered.
3. A BID ENVELOPE COVER SHEET has been provided with this document. The cover sheet is to be properly and accurately (do not use a pencil) completed and affixed to the front of the bid envelope before such bid may be considered.
4. A **mandatory pre-bid meeting** will be held at the Campbell Station Inn property on December 17, 2024 at 10:00am. The property is located at 11409 Kingston Pike, Farragut TN, 37934.
5. Following a review by the Town staff, the bids will be presented to the Farragut Board of Mayor and Aldermen for approval at its regularly scheduled meeting held on Thursday, January 23, 2025.
6. The bidder awarded the contract is herein referred to as "Contractor." The Architect, who administers the contract for the Owner, will be referred to herein as "Architect."
7. The Owner reserves the right to reject any and all bids and to waive any formalities in the bidding process, and to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the Town. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.
8. All bids shall remain valid for a minimum of sixty (60) days.
9. Any person who is a Town Employee or any company, the majority equity ownership of which is owned by a Town Employee or a parent, spouse, child or sibling of a Town Employee of the Town of Farragut, shall be ineligible to bid for or be awarded this contract.
10. The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this agreement, minority business enterprises will be afforded full opportunity

to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex or disability in consideration for an award. A model **Owner's Ethnicity and Gender Statement** is provided for use. (Following pages)

11. The Contractor will comply with Executive Order 11246, entitled "Equal Employment Opportunity," Executive Order 11375, 41 CFR Chapter 60. No one shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract covered by this order, on the grounds of race, color, national origin, or sex.

A model **Non-Discrimination Assurance** is provided for use. (Following pages)

12. The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330, 29 CFR Part 5.
13. The Contractor will comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, 29 CFR Part 3.
14. The Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 1857(h); section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738; and, Environmental Protection Agency regulations, 40 CFR part 15.
15. This contract is subject to all appropriate Federal laws, including Title VI of the Civil Rights Act of 1964.

A model **Title VI Assurance** is provided for use. (Following pages)

16. As required by Tennessee Code Annotated § 50-9-113, the Contractor shall provide with their bid, an affidavit certifying that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Tennessee Code Annotated Sections 50-9-101 through 50-9-113. This statute forbids any local government from entering into any contract or awarding any contract for construction services with any covered employer who has not provided the affidavit of compliance.

A model **DRUG-FREE WORKPLACE AFFIDAVIT** is provided for use. (Following pages)

17. Each bidder shall provide with their bid an affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation 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 the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

A model **NON-COLLUSION AFFIDAVIT** is provided for use. (Following pages)

18. EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The Town 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 Governor's Executive Order #41, An Order Regarding Compliance with Federal and State Laws Related to Employing and Contracting with Illegal Immigrants, and the requirements of Public Acts of 2006, Chapter Number 878 of the State of Tennessee (codified at Tennessee Code Annotated, Title 12, Chapter 4, Part 1)

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 Town a completed and signed copy of the Attestation form provided by the Town, semi-annually during the period of this Contract.
2. Prior to the use of any subcontractor in the performance of this Contract, and semiannually 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.
4. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the Town of Farragut and 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.

Compliance and non-compliance procedures will be as specified in the Tennessee Department of Finance and Administration's Policy on "Ensuring Compliance with Federal Immigration Laws by State Contractors and Subcontractors".

A model **STATEMENT OF COMPLIANCE CERTIFICATE – ILLEGAL IMMIGRANTS** is provided for use.

19. Prime Contractor (bidder) and Subcontractor Qualification

Bidders shall submit with their bid a Contractor Statement of Qualification for the prime contractor (bidder) and subcontractor(s). The Town will evaluate the qualification statement and render a decision with regard to whether the bidder (prime contractor) and subcontractor(s) show evidence of competent experience with historically similar projects. The Town will decide if the evidence provided deems the bidder to be eligible to be considered as a responsive bidder. Bids received which do not include a fully completed qualifications statement risk not being considered.

Place the completed qualifications statement(s) in a separate envelope into the bid envelope and clearly label the outside of the separate envelope with "Contractor Statement of Qualifications", along with the company name(s). The decision with regard to whether a Contractor is qualified lies solely with the Town.

20. Each bidder shall provide with his bid a listing of subcontractors it intends to use on this project, along with a listing of the subcontractors' duties. Additionally, the Contractor shall be responsible to the Owner that all subcontract arrangements are in the form of a written agreement containing all the requirements and pertinent provisions of the prime contract.
21. Bid must be accompanied by bid security made payable to Owner in an amount of **five percent (5%)** of bidder's maximum bid price and in the form of a certified check, bank money order, or a bid bond issued by a surety meeting the requirements of the General Conditions.

The bid security of the successful bidder will be retained until such bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful bidder fails to execute and deliver the Contract Documents and furnish the required contract security within **fifteen (15) days** after the Notice of Award, Owner may consider bidder to be in default, annul the Notice of Award, and the bid security of that bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if bidder defaults. The bid security of other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Agreement or sixty-one (61) days after the Bid opening, whereupon bid security furnished by such bidders will be returned.

Bid security of other bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the bid opening.

22. BIDDER'S REPRESENTATION

By making a Bid, each Bidder represents that he has read and understands Bidding Documents and the Bid is made in accordance therewith, has visited the Project site and familiarized himself with the obstacles and conditions that will be encountered during the execution of the Work, has attended the mandatory pre-bid Conference, and has based his Bid upon the design described in the Bidding Documents without exceptions. The Bidder represents that the bid includes all necessary components required for a fully functional building and all its systems suitable for its intended use.

It is the responsibility of the Bidder to contact the utility companies supplying services to the site and to include any subsequent costs in their Bid associated with both off-site and on-site work or fees.

Bidders shall promptly notify Architect of any costs associated with off site or on-site costs which, for reasons outside their control, has not been included in the Bid Price. In the event this cost is not quantified at the time of Bid the contractor shall specifically disclose that there are unquantifiable costs and identify their nature on the Bid Proposal Form. In the absence of such disclosure, it shall be considered that the Bids cover all costs without exclusions of any sort.

23. SOURCE OF INFORMATION

The construction contract and the detailed specifications contain the provisions required for the construction of the project. No information obtained from an officer, agent, or employee of the Owner on such matters shall affect the risk of obligation assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

Bidders must satisfy themselves, by personal examination of the locations of the proposed work; examination of the bid documents enumerated herein; and by such other means as they prefer as to actual conditions and requirements of the work to be done, and shall not after the submission of a bid, dispute such estimate, nor assert that there was a misunderstanding in regard to the nature or amount of the work to be done.

Questions relating to Bidding Documents and Project site shall be submitted only by bona fide Bidder (General Contractor) as follows:

1. To Brewer Ingram Fuller Architects, Inc., no later than five (5) working days prior to the Bid Date.
2. In writing, transmitted electronically utilizing RFI form, which will be provided on request. To obtain RFI Form, which is a Microsoft Word Doc., send request to lingram@breweringramfuller.com. RFI Form shall be filled out and transmitted, in Word Doc or PDF Format, to lingram@breweringramfuller.com.
3. Receipt of questions will be acknowledged. Responsibility to verify receipt shall remain with the bidder.

4. Response to RFIs will be transmitted to all, and only, Bidders of record.
5. Questions received from other than qualified Bidder (General Contractor), or in format other than that stated above will not be considered.

24. SUBSTITUTIONS

No substitutions will be allowed or considered prior to the receipt of Bids.

25. FORM AND STYLE OF BIDS

Bid Form: Bids shall be submitted on the Bid Form provided in the Project manual. Bidders may reproduce Bid Form or obtain additional copies from Architect free of charge.

Method of Entry: All blanks on the Bid Form shall be filled in by printer or printed in ink.

Expression of Bid Amount: Where so indicated by the makeup of Bid Form, Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.

Modifications: Any interlineations, alterations or erasures of entries made by Bidder shall be initiated by the signer of the Bid and shall be initialed and dated.

The cost for all alternates shall be reflected on the Bid Form.

Identification: Each copy of Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to the Contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

Bids submitted prior to time and date designated for opening of bids may be modified or withdrawn only by written notice to individual receiving bids and only if received prior to time of bid opening.

26. COMMENCEMENT OF WORK

Bidder must agree to commence work on a date, with sufficient work force, and to faithfully execute the work in such a manner as to ensure the timely completion of the work within the stipulated number of days as identified on the Bid Form including any extensions of time approved by Change Order.

Prior to the pre-construction conference, the Contractor shall meet with his subcontractors and utility companies affected by the project. Collectively they shall produce a draft copy of a detailed critical path construction schedule. The Contractor shall submit this schedule to the Owner and Architect for approval prior to issue of a notice to proceed.

SPECIAL CONDITIONS

1. The Work shall begin upon receipt of a written Notice to Proceed from the Project Manager. After Work has begun, Work is to be performed in a continuous manner until completed.
2. Information in the document is the minimum necessary to define the Work required. It shall be the responsibility of all bidders to inspect the Site to fully evaluate existing conditions.
3. Any payment requests of non-lump sum Contract items **shall not be approved above five percent (5%) of the estimated bid quantity**, unless the request is approved in writing by the Program Manager. The Owners field inspector is not authorized to approve overrun quantities above five percent (5%) of the estimated bid quantity.

4. Public Safety

- a. The contractor shall always exercise proper precautions for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the Site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor shall provide safety vests for all Workers to be worn while working. Other required safety items will be signs, cones, barrels, flags, etc., as well as any other personal protective equipment (PPE) deemed necessary by the Program Manager or the Owner. No pay item is provided for these items; all costs will be included in the Bid price for other line items.

END OF SECTION

GENERAL CONDITIONS

1. Utilities: The Contractor shall contact the owner(s) of any onsite utility lines to determine the presence and location of said lines and shall fully protect them from damage; any repairs required from damage due to the Contractor's activities shall be paid by the Contractor. Any required relocations shall be by the owner(s) of the utilities or the Contractor. All excavation shall be done in accordance with TCA 65-31-102, "Underground Utility Damage Prevention".
2. Insurance: Prior to the start of any Work described by this Contract, the Contractor shall procure and maintain in force, for the duration of any activities by the Contractor in regard to the Project, Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance on all owned, non-owned, and hired vehicles. Failure by the Contractor to obtain or maintain any insurance coverage(s) as required by this Contract shall constitute a material default of the Contractor's obligations and shall, notwithstanding any Contract provisions to the contrary, entitle the Owner at their option to immediately (i) stop all Work by the Contractor pending adequate proof of the existence of proper coverage (no stop Work order shall entitle the Contractor to additional time or money), (ii) terminate the Contract for default, (iii) purchase proper coverage(s) and charge all costs thereof to the Contractor, and/or (iv) withhold any further payments to the Contractor until arrangements for the required coverage(s) are made.
 - a. The Owner shall be listed as an additional insured on each of these policies except for Worker's Compensation. A waiver of subrogation in favor of the Owner is required from all insurance carriers including the Worker's Compensation carrier.
 - b. The Contractor's Commercial General Liability, Automobile Liability, and Worker's Compensation coverages shall be primary and non-contributory, and any applicable insurance carried by the Owner shall be excess over the Contractor's insurance. The policies shall be written with limits of liability not less than the following:
 - i. Commercial General Liability including Premises and Operation, Completed Operations (carried for a period of two years after the completion of the Project), Contractual Liability, Contractor's Protective Liability, and XCU coverages
 - ii. Bodily Injury and Property Damage shall be:
 1. \$1,000,000 per occurrence
 2. \$2,000,000 aggregate

3. The aggregate limit shall apply specifically to this Project. Additional insured status to the Owner should apply to ongoing operations and completed operations.
- iii. Automobile Liability shall be:
1. A combined single limit of **\$1,000,000** for bodily injury and property damage on all owned, non-owned, and hired vehicles (symbol 1 coverage).
- iv. Worker's Compensation shall include statutory coverage in accordance with the laws of the state and/or states in which the Work is to be performed. The certificate must show the state where the Project is located as a covered state for the statutory benefits of that state. Any applicable Federal or Maritime coverage (e.g. Longshoremen's and the Jones Act) that may be required due to Contractor's Work shall be included in the Contractor's coverage. Certificate must show waiver of subrogation in favor of the Owner from the Worker's Compensation carrier. Worker's Compensation coverage will apply to all employees, including executive officers at the following thresholds:
1. \$100,000 per accident;
 2. \$500,000 disease policy limit; and
 3. \$100,000 disease each employee.
- v. The Contractor shall have an Umbrella/Excess Liability Policy valued at \$1,000,000 Excess/following form coverage over General Liability, Auto Liability, and Employer's Liability.
- vi. The Contractor shall have Pollution coverage with a **\$1,000,000** combined single limit. Coverage shall include the Project site and transportation and disposal site coverage for any and all hazardous materials and waste brought on the Project site, disturbed or generated by the Contractor.
- vii. To the extent the Contractor's Work includes design services, assistance in design services, or any professional services, the Contractor will be required to carry Professional Errors and Omissions coverage with a combined single limit of **\$1,000,000**.
- c. The Contractor shall maintain in effect all insurance coverage required at the Contractor's sole expense and with insurance companies acceptable to the Contractor and with at least "A-VII" A.M. Best rating.

- d. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled, not renewed, or have restrictive modifications added, until at least thirty (30) days prior written notice has been provided to the Owner.
 - e. Certificates of insurance or certified copies of policies acceptable to Owner shall be filed with the Owner prior to the start of the Contractor's Work. The Insurance Certificate provided under this Contract shall remove the following wording in the event of cancellation or material change in coverage:
 - i. "Endeavor to"; and
 - ii. "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent, or representative".
 - f. The Contractor's insurance certificate shall be in the form prescribed by the Owner, a copy of which is available to the Contractor upon request. Owner's receipt of any Insurance Certificate that fails to comply with any terms herein shall not constitute a waiver of any of the Contractor's obligations or of any of the Owner's rights hereunder.
 - g. The Contractor shall require the same coverages described herein from any subcontractors. The Contractor shall be liable to, and shall defend, indemnify, and hold harmless, the Owner for any loss or expense, including reasonable attorney's fees, resulting from the Contractor's failure to provide or require any insurance coverage described herein.
3. Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its consultants, agents, and employees of each of them from and against any and all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractor's Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, or of anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This paragraph is not intended to require the indemnification of any party against that party's sole negligence.
- a. The foregoing obligations shall not be construed to negate, abridge, reduce or to be in conflict with other rights or obligations of indemnity which would otherwise exist including, but not limited to, obligations upon the Contractor which may be incorporated by reference from other provisions of the Contract documents. To the fullest extent permitted by law, the foregoing

duties of indemnification shall be enforceable against the Contractor independently of and in addition to any other indemnity requirements of the Contract documents which shall constitute separate obligations upon the Contractor.

- b. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, or of anyone for whose acts they may be liable, the indemnification obligations of the Contract shall not be limited by a limitation on the amount or type of damaged, compensation, or disability benefit acts or other employee benefit acts.
 - c. The Contractor shall, at its own expense, conform to and comply with all specific safety requirements of the Owner and comply with all specific safety requirements promulgated by any governmental authority including, without limitation, the requirements of the Occupational Safety and Health Act of 1970, the Construction Safety Act of 1969, and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer such acts. The Contractor shall directly receive, respond to, defend, and be responsible for all citations, fines, and penalties which may be incurred by reason of its failure or failure on part of its agents, employees, materialmen, or subcontractors to so comply.
4. Specifications: Workmanship and materials shall conform to the specifications described in the Project Manual, which is attached to this Contract.
5. Performance Bond and Payment Bond: The Contractor shall within ten (10) days after the receipt of the Notice of Award and before the commencement of any operations hereunder executed, furnish the Owner with a performance and payment bond in a sum equal to **one hundred percent (100%)** of the amount of the Contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by this Contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subjected to approval by the Owner.
6. Landscaping and/or Stabilization: The Contractor shall utilize appropriate measures to comply with all ordinances of the Town of Farragut, including Chapter

111, Section 111-157 – Landscaping and Stabilization Requirements of the Farragut Municipal Code to prevent the release of sediment from the site.

7. Layout of the Work: The Contractor shall provide for grading checking plus all additional layout and supervision required to construct the Work to the lines and grades required by the plans.
8. Estimated Quantities: The Contractor understands that the quantities of Work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of Work, whether increased or decreased, are performed at the unit costs stated on the bid form. Information in this document and plans is the minimum necessary to define the Work required. It shall be the responsibility of all bidders to inspect the Site to fully evaluate the existing conditions.
9. Differing Site Conditions:
 - a. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract are encountered at the Site, the Contractor, or its agent, employee or subcontractor discovering such conditions shall promptly notify the Program Manager in writing of the specific differing conditions and shall cease Work.
 - b. Upon written notification, the Program Manager will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The Program Manager will notify the Contractor of the determination whether an adjustment of the Contract is warranted.
 - c. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
10. Suspensions of Work Ordered by the Program Manager:
 - a. If the performance of all or any portion of the Work is suspended or delayed by the Program Manager in writing for a period of time that was not originally anticipated, or that is not customary, or is not inherent to the construction industry for this type of project and the Contractor believes that additional compensation and/or Contract time is appropriate as a result of such suspension or delay, the Contractor shall submit to the Program Manager in writing a request for adjustment within seven (7) calendar days of receipt

of the notice to resume the Work. The request shall set forth the reasons and support for such adjustment.

- b. Upon receipt, the Program Manager will evaluate the Contractor's request. If the Program Manager agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its supplier, or subcontractors at any approved tier, the Program Manager will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Program Manager's determination whether an adjustment of the Contract is warranted.
- c. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- d. No Contract adjustment will be under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

11. Significant Changes in the Character of Work:

- a. The Program Manager reserves the right to make, in writing, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as altered.
- b. If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the Work or by affecting other Work cause such other Work to become significantly different in character, an adjustment to the Contract completion date will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be either for or against the Contractor in such amount as the Program Manager may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract.
- d. The term "significant change" shall be construed to apply only when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

12. Termination: The Town may terminate this agreement (in whole or in part) for convenience or default as described below:

- a. Termination for Convenience: The Town may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Program Manager to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Town, the Contractor will account for the same, and dispose of it in the manner the Program Manager directs.
- b. Termination for Default: If the Contractor refuses or fails to prosecute the Work or any separable part, with the diligence that will insure its completion within the time specified in this Contract or any extension, or fails to complete the Work within this time, or if the Contractor fails to comply with any other provisions of this Contract, the Town may terminate this Contract for default. The Town shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature of the default. In this event, the Town may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Work site necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to the Town resulting from the Contractor's refusal or failure to complete the Work within the specified time, or its failure to comply with the provisions of this Contract, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Town in completing the Work.
 - i. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:
 - 1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God (other than weather), acts of another contractor in the performance of a contract with the Town, epidemics, quarantine restrictions, strikes, and freight embargos.
 - 2. The Contractor, within five days from the beginning of any delay, notifies the Town in writing of the causes of the delay. If in the judgement of the Town, the delay is excusable, the time for completing the Work shall be extended. The judgement of the Town shall be final and conclusive on the

parties, but subject to appeal under the Breaches and Dispute Resolution clauses (General Conditions, §11).

- ii. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Town.

13. Work: The Contractor shall, in a good Workmanlike manner, perform all Work and furnish all labor, materials, tools, equipment and accessories to perform and complete the Work required by these Contract Documents, within the time period specified, and in accordance with the directions of the Program Manager or his designee, as given from time to time during the progress of the Work.

- a. The Contractor shall comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire Work to the satisfaction of the Program Manager and/or his designee.

14. Protection of Work, Property, and Persons: The Contractor will be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby.

- a. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of local, state, and federal governments. The Contractor will erect and maintain, as required by the conditions and progress of the Work all necessary safeguards for safety and protection. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole, or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In order to protect the lives and health of their employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work arising out of and in the course of employment on Work under the Contract.

15. Inspection and Testing: All materials and equipment used in the construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. **The Contractor will provide all necessary**

inspection and testing for this project as described in the project plans, manual, and specifications and provide the results to the Owner.

- a. Neither observations by the Contractor nor inspections, tests, or approvals by the Contractor's agents, employees, or subcontractors shall relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.
 - b. The Contractor shall follow all local, state, and federal laws and/or ordinances.
16. Supervision by Contractor: The Contractor shall be solely responsible for supervising and directing his Work. The supervisor designated by the Contractor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall always be present on the Site to perform adequate supervision and coordination of the Work.
17. Correction of Work: The Contractor shall promptly remove from the premises all Work rejected by the Program Manager or his designee for failure to comply with their directions or Contract Documents, and the Contractor shall promptly replace and execute the Work in accordance with the approval of the Program Manager or their designee and without expense to the Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
- a. The Contractor shall replace, or repair Work rejected by the Program Manager in accordance with the directions of the Program Manager. If the Contractor fails to comply with those directions for repair or replacement, or if the Program Manager determines that the Contractor cannot or will not comply with these directions, then the Owner shall make the repair or replacement of the defective or nonconforming Work, and shall deduct the costs of performing such repairs or replacement from the Contract price and/or from funds held by the Owner.
 - b. If, in the opinion of the Program Manager, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such an amount as in the judgement of the Town Administrator shall be equitable.
18. Payment to the Contractor: Upon final completion of all Work and final inspection and acceptance by the Town, the Contractor shall submit a request for payment based on the bid unit prices and as-built quantities of Work and supported by such data as the Town Administrator may reasonably require. The Work will not be

considered complete unless all defective or nonconforming Work has been repaired, replaced, or accepted with a deduction in the Contract price. Monthly progress payments will be made on the same basis.

19. Acceptance of Final Payment as Release: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and other relating to or arising out of this Work.
20. Work Time: Work shall begin upon receipt of a written Notice to Proceed. This Project shall be complete in its entirety on or before the Completion Date as stated in the Agreement.
 - a. In the event the Work is not completed on or before the Completion Date, deduction for liquidated damages shall be made as defined in the section Liquidated Damages of the General Conditions.
21. Liquidated Damages: If the above Completion Date is not met, a sum of money shall be deducted by the Town Administrator from monies due the Contractor as fixed, agreed, and liquidated damages in an amount as specified in the Agreement for each calendar day of delay until the Work is completed. The Contractor agrees that this amount is not a penalty, but is an appropriate amount to compensate the Town during the period of delay, for time and related expenses of Town personnel to continue monitoring the completion of Work and other overhead expenses necessarily incurred, for its loss of use of the funds to construct the Project, the loss of use of the land on which the Project is being constructed and adjacent Town property impacted by the Project.
22. Breaches and Dispute Resolution:
 - a. Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Program Manager, who is the authorized representative of the Town. This decision shall be final and conclusive unless within ten (10) days of the receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Program Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Program Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
 - b. Performance During Dispute(s): Unless otherwise directed by the Town, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

- c. Claims for Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents, or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies: Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdictions within Knox County, Tennessee.
- e. Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an Owner approval of, or acquiescence in any breach thereunder, except as may be specifically agree upon in writing.

END OF SECTION

AGREEMENT CONTRACT 2025-11

CAMPBELL STATION INN INTERIOR RENOVATIONS

This agreement made as of the _____ day of _____, in the year 20 by
and between

TOWN OF FARRAGUT
239 Jamestowne Blvd
Farragut, TN 37934

(hereinafter called Owner) and

(hereinafter called Contractor)

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

ARTICLE 1. WORK

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

ARTICLE 2. ADMINISTRATOR

The Architect will act as contract administrator in connection with completion of the Work
in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

This project shall be completed in its entirety on or before 180 calendar days from noticed
to proceed also known as the Completion Date. Final certificate of occupancy plus 30
days for touch-up is considered complete.

In the event the Work is not completed on or before the Completion Date, deduction for
liquidated damages shall be made as defined in Article 7 of this Agreement.

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. CONTRACT DOCUMENTS

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

- A. This Agreement
- B. Instructions to Bidders
- C. General conditions
- D. Construction Drawings
- E. Specifications
- F. Contractor's Submitted Bid Form
- G. Addenda Numbers _____
- H. Change Orders duly delivered and executed by each party after execution of this Agreement

ARTICLE 6. MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, collaterally assign in whole or in part his interest under any of the Contract documents. Specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.
- B. Owner and Contractor each bind him, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument.
- D. Guarantee and Correction of Work After Final Payment

Neither the final certificate, payment by Town nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for correcting faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a **period of one year** from the date of completion of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Architect subject to the provisions of the contract documents.

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

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

- E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).

ARTICLE 7. LIQUIDATED DAMAGES

If the Work is not completed within the time stipulated above, with final certificate of occupancy plus 30 days after for touch-up, the Contractor shall pay to the Town as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed an amount of five hundred dollars (\$500).

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

OWNER: **Town of Farragut**
 239 Jamestowne Blvd
 Farragut, TN 37934

BY: _____ Date: _____

ATTEST: _____ Date: _____

CONTRACTOR:

BY: _____ Date: _____

ATTEST: _____ Date: _____

The undersigned, having become familiar with the existing conditions on the site of the Project affecting the cost of the Work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services, required to complete Contract 2025-11 Campbell Station Inn Interior Renovations, all in accordance with the above listed documents and for price agreed upon and listed on attachment document contract pricing page.

END OF SECTION

CONTRACTOR'S FORM OF PROPOSAL for CAMPBELL STATION INN INTERIOR RENOVATION

To: **Town of Farragut**
239 Jamestowne Blvd
Farragut, Tennessee 37934

From: _____ (Contractor)

_____ (e-mail address)

The undersigned, having carefully familiarized himself (or themselves) with the existing conditions at the site and with the Drawings and Specifications prepared by Brewer Ingram Fuller, 111 N. Concord St, Knoxville, Tennessee, hereby proposes to furnish all labor, materials and equipment, and to perform all work required to construct the interior renovation of **Campbell Station Inn**, located in Farragut, Tennessee; in accordance with Drawings and Specifications for the sum of: hereinafter referred to as the Base Bid and Alternates.

The jobsite Superintendent for this project if the undersigned is selected shall be

_____.

BASE BID

Everything on plans except for #1 thru #4 Alternates \$ _____

ADD ALTERNATES

1. Dumbwaiter \$ _____
2. Catering Area in Basement \$ _____
3. 2ND Floor Cosmetic Improvements (including area for proposed bathroom if we don't choose Alternate #4) \$ _____
4. Toilet Room 208 \$ _____
5. Tuckpointing at basement wall (250sf included in base Bid price per square foot above base bid) \$ _____

BID DEPOSIT

The undersigned furnishes herewith, as requested in the Instructions to Bidders, a bid deposit in the amount of five percent (5%) of the amount bid in the form of Cashier's Check _____, Certified Check _____, Bank Draft _____, made payable to the Owner, or Bid Bond, naming the Owner as the Obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that, should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security, (Performance Bond, and Labor and Materials Payment Bond) within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely the exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

UNIT PRICES:

Unit Price 1: N/A

STIPULATIONS:

In submitting the bids, the undersigned agrees:

1. Bids will not be withdrawn within the period of sixty (60) calendar days following the opening thereof.
2. Furnish completed Schedule of Values, as defined in Division 1 Section "Payment Procedures", by Noon of the next business day after receipt of bids.
3. If notified of the acceptance of this bid, execute a contract for the work and deliver to the Owner the performance and payment bond specified, within 7 calendar days after such notification.
4. That the Work included under the contract shall be Completed within the number of calendar days per the contract or written as a addendum.
5. That the Owner reserves the right to award the Contract to his best interests, to reject any or all bids, to waive any informalities in bidding, and to hold all bids for the bid guarantee period.
6. That undersigned or an authorized representative did attend the Pre Bid Conference.
7. The Contractor warrants, by submission of this Bid that he has complied to the fullest extent with all requirements of the Bid Document without exclusion of any sort.
8. In submitting this Bid, the bidder recognizes that the right is reserved by the Town of Farragut to accept the Total Bid or any part, to negotiate with any Bidder, waive any formalities in the bidding, or to reject any or all bids.
9. All work items not specifically mentioned above as an alternate or unit allowance, but required by the contract documents, shall be considered included in the Base Bid.

RECEIPT OF DRAWINGS:

Receipt is acknowledged of the Drawings and Project Manual identified by “**Campbell Station Inn Interior Renovation**, Contract No. 2025-11” and addenda and supplementary drawings listed under “Addenda Receipt” attached.

ORGANIZATION: (Bidder to check type of organization)

The undersigned is organized as a () corporation, () partnership, () individual, () sole proprietorship,

() joint venture, () other in the State of _____

FEDERAL IDENTIFICATION NUMBER:

_____ [TENNESSEE] CONTRACTORS

LICENSE NUMBER: _____ CONTRACTOR

CLASIFICATION, SUBCLASSIFICATION, AND LIMITATION:

_____	_____	_____
(Classification)	(Subclassification)	(Limitation)

ADDENDA RECEIPT: (List addenda and supplementary drawings and the date received).

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

FIRM NAME: _____

STATE OF INCORPORATION _____

BY _____

TITLE _____ DATE _____

OFFICIAL ADDRESS AND TELEPHONE:

Telephone: _____

Note: If by a corporation, this bid must have the signature required by its bylaws.

BID SECURITY:

Security in the sum of _____
Dollars

(\$ _____), in the form of _____ is submitted
herewith.

Equipment list to be utilized for this contract must be submitted with bid form.

List below or attach separately all Equipment to be used for this project:

END OF SECTION

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

Ethnicity	Gender	Male	Female
Black/African American			
American Indian and Alaskan Native			
Asian			
Caucasian			
Hispanic			
Native Hawaiian/ other Pacific Islander			
Other (please specify)			

NAME OF COMPANY:

OWNER'S NAME:

TYPE OF BUSINESS:

- INSERT COMPANY LETTER HEAD HERE -

It is the policy of _____ [insert company name] not to discriminate against any applicant for employment, or present employee, because of race, color, religion, national origin, age, sex, disability, or veteran status.

_____ [insert company name] will take affirmative action to ensure that the Equal Employment Opportunity/Affirmative Action Policy (EEO/AA) is implemented with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignments, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, Working conditions, and selection for training to include apprenticeship, pre-apprenticeship, and on-the-job training.

_____ [insert company name] will continue to make it understood to the employment sources/agencies with which it deals, and in employment opportunity announcements/ads, the above mentioned EEO/AA Policy and that all of the company's employment decisions are based on individual merit only.

All current employees of _____ [insert company name] are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

It is the policy of _____ [insert company name] to satisfy reasonable special accommodations for qualified disabled individuals.

It is the policy of _____ [insert company name] that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided for privacy between genders. Disabled parking spaces may be assigned to accommodate accessibility needs.

It is the policy of _____ [insert company name] to ensure and maintain a Working environment free of coercion, harassment, and intimidation at all job sites and in all facilities at which employees are assigned to Work. Any violation of the policy should be immediately report to your supervisor or the Company EEO Officers identified below:

EEO Officer Name: _____

Address/Office Location: _____ Telephone No: _____

Signature of Company Head

Date

TITLE VI ASSURANCE

As required by the Contractual Agreement, _____ will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

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

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

_____ will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned businesses, to Work as subcontractors.

Declaration of Administrative Head

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

Administrative Head

Date

DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee, County of Knox

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

Further affiant saith not.

Name of Officer

Title of Officer

State of Tennessee, County of Knox

Before me personally appeared _____, 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 _____ day of _____, 20____.

Notary Public

My commission expires: _____

**NON-COLLUSION
INDEPENDENT PRICE DETERMINATION
AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE

PRINT NAME HERE

DATE _____

THIS FORM MUST BE SIGNED AND RETURNED WITH THE BID.

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have
fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

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

Signed: _____

Before me personally appeared _____, 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 _____ day of _____, 20 _____.

Notary Public

My commission expires: _____

BID SUBMISSION CHECK LIST

For preparing the Bid Envelope, the following is required on the outside of the envelope:

1. Bidder Name,
2. TN license number, expiration date, and license classification(s)
3. "CAMPBELL STATION INN INTERIOR RENOVATIONS"
4. Acknowledgement of any addendums issued for the Project (if applicable)

All of the following items are required to be completed and submitted with the bid for this project:

1. Bid Form
 - a. All pages including the bid, signature, alternates, equipment list, and references sections
2. Bid Security
3. Drug-Free Workplace Affidavit
4. Non-Collusion Affidavit
5. Statement of Compliance Certificate - Illegal Immigrants
6. Title VI Assurance
7. Non-Discriminatory Assurance
8. Owners Ethnicity and Gender Statement
9. A list of all subcontractors who will be used on the project and the part(s) of construction work they will each perform. If work is valued at \$25,000 or greater, subcontractor TN license number, expiration date, and license classification(s) shall also be listed.

NOTE: Attendance at mandatory Pre-bid meetings as required in the Instructions to Bidders is a prerequisite for submitting a bid.

BID ENVELOPE COVERSHEET

(affix this cover sheet to the outside of the bid envelope)

CAMPBELL STATION INN INTERIOR RENOVATIONS

Contract 2025-11

Bid Opening Date: **January 14, 2025**

Bid Opening Time: **10:00 am**

Bid Opening Place: **Community Center**

Addendums Included: _____

Bidder Contact Info:

Address: _____ **Phone:** _____

Prime Contractor*			
Name:			
License Number:			
Expiration Date:			
Classification:		License Limitation (\$)	

*contractor applying to bid for the prime contract.

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.

Masonry Contractor**			
Name:			
License Number:			
Expiration Date:			
Classification:		License Limitation (\$)	

Plumbing Contractor***			
Name:			
License Number:			
Expiration Date:			
Classification:		License Limitation (\$)	

Electrical Contractor***			
Name:			
License Number:			
Expiration Date:			
Classification:		License Limitation (\$)	

HVAC Contractor***			
Name:			
License Number:			
Expiration Date:			
Classification:		License Limitation (\$)	

1. **where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000).
2. ***except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000).
3. The bidder shall be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of the TCA, § 62-6-119 before such bid may be considered.
4. Only one (1) contractor in each of the classification listed above shall be written on the bid envelope.
5. 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

Town of Farragut
Contract No. 2025-11
Campbell Station Inn Interior Renovations

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.

6. 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 shall apply only to design/bid/build procurements where cost is the primary criterion for the contract award.
7. 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 § 62-6-120(b).
8. 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.

Bid Envelope cover sheet information per requirements of TCA, § 62-6-119, as amended effective July 1, 2014