Farragut Board of Mayor & Aldermen Meeting
Thursday, January 8, 2026 at **6:00 PM**

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

I. Roll Call, Silent Prayer, Pledge of Allegiance

II. Approval of Agenda

III. Approval of Minutes

- A. December 11, 2025 Board of Mayor and Aldermen Meeting Minutes

IV. Mayor's Report

- A. Founders Week Proclamation

V. Ordinances & Resolutions

- A. Ordinances
  - 1. First Reading
    - a. Approval of Ordinance 26-01, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-2026 General Fund and Capital Investment Program Fund Budget, Passed by Ordinance 25-10
  - 2. Second Reading & Public Hearing
    - a. Approval of Ordinance 25-24, an Ordinance of the Town of Farragut, Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

VI. Business Items

- A. Approval of Bids and Award of Contract 2026-17 for Illuminated Street Sign Installation to Stansell Electric Company, Inc.

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

B. Approval of Bids and Award of Contract 2026-16 Construction of McFee Dog Park to Fuel Tank Maintenance Company d/b/a FTM Contracting

C. Approval of Change Order 002 to Contract 25-15, Mayor Bob Leonard Park Pickleball Complex

D. Approval of Payment to Tennessee Department of Transportation for Decorative Lighting on SR-332 (Concord Road) Project

E. Approval of Installation of Traffic Calming Measures for Union Road from Everett Road to Smith Road

F. Approval of Installation of Traffic Calming Measures for Midhurst Drive from the Eastern Intersection of Foxford Drive to Barbara Lane

G. Approval of Request for Supplement from JMT, Inc. for Additional Acquisition Services for Union Road Right of Way Acquisition

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

X. Adjournment

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

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given three (3) minutes to speak on his/her topic.

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

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn it in to the Town Recorder or a staff

member;

3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of view are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.
7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will not be tolerated.
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The three (3) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

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

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

1. A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

2. A violation of this section is a Class A misdemeanor.

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

Farragut Town Hall
11408 Municipal Center Drive
Thursday, December 11, 2025 at 6:00 PM

MINUTES

Workshop

Town Administrator David Smoak introduced the topic for the workshop to discuss a Traffic Calming Policy within the Parent Responsibility Zones in the Thornton Heights neighborhood.

The Board of Mayor and Aldermen asked staff to create a policy for traffic-calming in Parent Responsibility Zone that will allow residents to request traffic-calming measures without speed being considered.

I. Roll Call, Silent Prayer, Pledge of Allegiance

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

II. Approval of Agenda

Motion was made to approve Agenda for December 11, 2025. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

III. Approval of Minutes

A. November 13, 2025 Board of Mayor and Aldermen Meeting Minutes

Motion was made to approve November 13, 2025 Board of Mayor and Aldermen Meeting Minutes. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

IV. Mayor's Report

Mayor Williams recognized the activities in the winter months with the skating rink, Light the Park, and the Open House at Campbell Station Inn.

Alderman Burnette thanked Julie Goodrich, Stephanie Thompson and Toni Scott for coordinating a very successful and well-attended Farragut Christmas Parade this year.

Alderman Cain recognized the completion of the Campbell Station Inn renovation and open house recently. He also complimented those who made the Farragut Christmas Parade possible. He thanked all who attended Light the Park and invited everyone to attend the holiday lights event happening at Faith Promise Church.

A. Appointment of Alderman Liaison to Visual Resources Review Board

Motion was made to approve the appointment of Alderman Joe LaCroix as Alderman Liaison to the Visual Resources Review Board. Moved by Mayor Williams, seconded by Vice-Mayor Meyer; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

Houston Daugherty from Cannon & Cannon presented Mayor Williams, on behalf of the Town of Farragut, the Innovation Award for the Advanced Traffic Management System from Tennessee Municipal League.

V. Ordinances & Resolutions

A. Ordinances

1. First Reading

a. Approval of Ordinance 25-24, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Motion was made to approve Ordinance 25-24, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10. Moved by Alderman LaCroix, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

2. Second Reading & Public Hearing

a. Approval of Ordinance 25-15 on Second Reading, an Ordinance to Amend Various Provisions of the Farragut Code of Ordinances, Chapter 22., Article 5. - Driveways and Other Access Ways (Town of Farragut, Applicant)

Motion was made to approve Ordinance 25-15 on Second Reading, an Ordinance to Amend Various Provisions of the Farragut Code of Ordinances, Chapter 22., Article 5. - Driveways and Other Access Ways (Town of Farragut, Applicant). Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

b. Approval of Ordinance 25-19 on Second Reading, to Amend Fiscal Year 2025-2026 Capital Investment Program Fund and American Rescue Plan Act

(ARPA) Fund Budgets, Passed by Ordinance 25-10

Motion was made to approve Ordinance 25-19 on Second Reading, to Amend Fiscal Year 2025-2026 Capital Investment Program Fund and American Rescue Plan Act (ARPA) Fund Budgets, Passed by Ordinance 25-10. Moved by Vice-Mayor Meyer, seconded by Alderman LaCroix; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

B. Resolutions

1. Resolution R-2025-22, Authorizing the Town to Participate in the Public Entity Partners “James L. Richardson Driver Safety” Matching Grant Program

Motion was made to approve Resolution 2025-23, Authorizing the Town to Participate in the Public Entity Partners "James L. Richardson Driver Safety" Matching Grant Program. Moved by Vice-Mayor Meyer, seconded by Alderman LaCroix; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

2. Resolution R-2025-23 Authorizing the Town to Participate in the Public Entity Partners Cybersecurity Matching Grant Program

Motion was made to approve Resolution R-2025-23 Authorizing the Town to Participate in the Public Entity Partners Cybersecurity Matching Grant Program. Moved by Alderman Burnette, seconded by Alderman LaCroix; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

3. Resolution R-2025-24 Designating Depositories and Authorizing Official Signatures for Town Bank Accounts

Motion was made to approve Resolution R-2025-24 Designating Depositories and Authorizing Official Signatures for Town Bank Accounts. Moved by Alderman Burnette, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

VI. Business Items

A. Approval of Use of Eminent Domain Authority to Purchase Easements for the Union Road Improvements Project

Motion was made to approve Use of Eminent Domain Authority to Purchase Easements for the Union Road Improvements Project. Mayor Williams requested the Town Recorder to initiate a Roll Call vote. Voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

B. Approval of State Contract 88764 to Purchase 2026 Ford Maverick AWD Supercrew from Lonnie Cobb Ford in the amount of $29,021

Motion was made to approve State Contract 88764 to Purchase the 2026 Ford Maverick AWD Supercrew from Lonnie Cobb Ford. Moved by Alderman LaCroix, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette, Alderman LaCroix; voting nay, None; motion Passed.

C. Approval of State Contract 88764 to Purchase 2026 F-250 XL 4X4 Crew Cab from Lonnie Cobb Ford in the amount of $54,382

Motion was made to approve State Contract 88764 to purchase the 2026 F-250 XL 4x4 Crew Cab from Lonnie Cobb Ford. Moved by Alderman LaCroix, seconded by Alderman Cain; voting yes, Mayor Williams, Alderman Cain, Vice-Mayor Meyer, Alderman Burnette; voting nay, None; motion Passed.

VII. Citizens Forum

VIII. Town Administrator's Report

Town Administrator David Smoak discussed a budget transfer for upcoming projects, including a large road maintenance project. The budget transfer will be to move $80,000 within the State Street Aid Fund from the road resurfacing line item to the road maintenance line item to complete the project on Oakmont Circle and other remaining projects in FY26.

Upcoming Events:
December 13, 2025 - Wreaths Across America, 10am
December 14, 2025 - Winter Market at Biddle Farms, 11am-4pm
December 16, 2025 - Ribbon Cutting at Mayor Bob Leonard Park, 4pm
December 31, 2025 - New Years at Noon, Community Center, 11am-12:30pm
November 22, 2025 - January 3, 2026 - Campbell Station Skate, Campbell Station Inn, Tuesday-Thursday 4pm-8pm; Friday-Sunday 1pm-8pm, $5 for 45 minutes (closed Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day)

IX. Town Attorney's Report

Town Attorney Tom Hale discussed the zoning districts and zoning ordinances regarding permitted uses specifically related to home occupation and equal protection issues. Hale recommended this not be discussed at the Board of Mayor and Aldermen at this time. He asked that staff, Planning Commission and the Ad Hoc Committee, who previously worked on the revisions, meet to better understand and modernize the Town's home occupation ordinance.

X. Adjournment

The meeting adjourned at 7:22pm.

_____
Ron Williams, Mayor

_____
Christine Fletcher, Town Recorder

Town of Farragut

P R O C L A M A T I O N

WHEREAS, residents of the southwest corner of Knox County were concerned about low development standards and unfettered commercial development in the 1970s; and

WHEREAS, a dedicated group of men and women grew weary of having their concerns ignored by Knox County government; and

WHEREAS, this Farragut Community Group believed that planning could be better administered at the local level and took on the task of incorporating a new municipality with its own elected body and planning commission in 1979; and

WHEREAS, the effort required the group to devote countless hours to registering voters, creating a map of the town's boundaries, and convincing neighbors that incorporation could be accomplished with no new taxes; and

WHEREAS, after incorporation was achieved on January 16, 1980, the group continued to fight against annexation and for its share of sales tax revenue; and

WHEREAS, the Farragut Community Group was ultimately successful in defending the new municipality, named for Civil War naval hero Admiral David Farragut, and elected its first Board of Mayor and Aldermen on April 1, 1980; and

WHEREAS, the Town of Farragut continues to define quality of life with a beautiful, close-knit, connected community where families and businesses thrive.

NOW, THEREFORE, the Board of Mayor and Aldermen of the Town of Farragut, do hereby proclaim and designate the third week of January as Founders Week to recognize the contributions of Farragut Community Group members Ralph McGill, Eric Johnson, Betty Dick, Ron Simandl, Gene McNalley, George Dorsey and David Rodgers and express appreciation for the hard work that resulted in the incorporation of the Town of Farragut.

Signed this 8th day of January 2026.

_____

Ron Williams, Mayor

Agenda Number: V.A.1.a. **Meeting Date:** January 8, 2026

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Michelle Pence, Director of Administrative Services

Subject: Approval of Ordinance 26-01, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-2026 General Fund and Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Introduction & Background:

The purpose of this agenda item is to approve Ordinance 26-01, an Ordinance of the Town of Farragut, Tennessee on First Reading, Amending the Fiscal Year 2025-2026 General Fund and Capital Investment Program Fund Budget, Passed by Ordinance 25-10.

Discussion & Recommendations:

General Fund Amendment

The General Fund Budget will be amended by increasing expenditures from $12,263,643 to $12,298,643, an increase of $35,000. The increase of $35,000 will be added to the Community Development personnel budget.

Rural Metro Fire has formally notified the Town of Farragut of its intent to terminate the existing fire services contract effective March 2026. In response, the Town is proactively pursuing the direct hiring of a Fire Inspector as a Town employee. This approach will ensure continuity of fire inspection services, strengthen accountability, and enhance service responsiveness to residents, businesses, and development partners—while maintaining operational stability and uninterrupted fire code enforcement. The requested budget amendment will be funded through the General Fund's fund balance.

General Fund Financial Section

Account Number: General Fund Amendment

FY2026 Amended Budget	Requested Amendment	FY2026 Amended Budget
$12,263,643	$35,000	$12,298,643

Approved By: Michelle Pence, Director of Administrative Services

CIP Amendment

The Capital Investment Program Fund Budget (CIP) will be

amended by transferring $120,000 from the Capital Fund Available Fund Balance into the CIP Expenditures for FY 2026. The CIP expenditures will increase from $24,880,884.92 to $25,000,884.92, an increase of $120,000. $90,000 is for the transfer forward of the remaining budget for the Watt Road Roundabout project and $30,000 is for the Everett Road Greenway Connector project.

Financial Section
Account Number: CIP Available Fund Balance

FY2026 Amended Budget	Requested Amendment	FY2026 Amended Budget
$4,018,947.08	$120,000	$3,898,947.08

Account Number: CIP Expenditures

FY2026 Amended Budget	Requested Amendment	FY2026 Amended Budget
$24,880,884.92	$120,000	$25,000,884.92

Approved By: Michelle Pence, Director of Administrative Services

Recommended By: Michelle Pence, Director of Administrative Services for approval.

Proposed Motion: To approve Ordinance 26-01 on first reading, Amending the Fiscal Year 2025-2026 General Fund and Capital Investment Program Fund Budget, Passed by Ordinance 25-10

ORDINANCE	26-01
PREPARED BY	Pence
1ST READING	January 8, 2026
2ND READING	January 22, 2026
PUBLISHED IN	Farragut Press
DATE	

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

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

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

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

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

SECTION 1. Ordinance 26-01 is hereby amended by:

The **General Fund Budget** will be amended to increase expenditures from $12,263,643 to $12,298,643 reflecting an increase of $35,000. The increase of $35,000 will be added to the Community Development Department personnel budget. The requested budget amendment will be funded through the General Fund's fund balance.

The **Capital Investment Program (CIP) Budget** will be amended to increase expenditures from $24,880,884.92 to $25,000,884.92 reflecting an increase of $120,000. This adjustment accounts for the transfer for multiple project costs. The amendment will be funded through the CIP fund balance.

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

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

_____

Ron Williams, Mayor

_____

Christine Fletcher, Town Recorder

Agenda Number: V.A.2.a. **Meeting Date:** January 8, 2026

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Michelle Pence, Director of Administrative Services

Subject: Approval of Ordinance 25-24, an Ordinance of the Town of Farragut, Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Introduction & Background: The purpose of this agenda item is to approve Ordinance 25-24, an Ordinance of the Town of Farragut, Tennessee on Second Reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

Discussion & Recommendations: There have been no changes from first reading to second reading.

The Capital Investment Program Fund Budget (CIP) will be amended by transferring $55,704.63 from the Capital Fund Available Fund Balance into the CIP Expenditures for FY 2026. The TDOT project on SR 332 (Concord Rd) was completed in 2022. TDOT recently requested payment for the difference of the amount owed. CIP Expenditures will be amended from $24,825,180.29 to $24,880,884.92.

Financial Section

Account Number: CIP Available Fund Balance

FY2026 Amended Budget	Requested Amendment	FY2026 Amended Budget
$4,074,651.71	$55,704.63	$4,018,947.08

Account Number: CIP Expenditures

FY2026 Amended Budget	Requested Amendment	FY2026 Amended Budget
$24,825,180.29	$55,704.63	$24,880,884.92

Approved By: Michelle Pence, Director of Administrative Services

Recommended By: Michelle Pence, Director of Administrative Services for approval.

Proposed Motion: To approve Ordinance 25-24 on second and final reading, Amending the Fiscal Year 2025-26 Capital Investment Program Fund Budget, Passed by Ordinance 25-10

ORDINANCE	25-24
PREPARED BY	Pence
1ST READING	December 11, 2025
2ND READING	January 8, 2026
PUBLISHED IN	Farragut Press
DATE	

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

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

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

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

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

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

The **Capital Investment Program (CIP) Budget** will be amended to increase expenditures from $24,825,180.29 to $24,880,884.92 reflecting an increase of $55,704.63. This adjustment accounts for payment of $55,704.63 to the Tennessee Department of Transportation for improvements to State Route 332 (Concord Road). The amendment will be funded through the CIP fund balance.

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

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

_____

Ron Williams, Mayor

_____

Christine Fletcher, Town Recorder

Agenda Number: VI.A. **Meeting Date: January 8, 2026**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Bids and Award of Contract 2026-17 for Illuminated Street Sign Installation to Stansell Electric Company, Inc.

Introduction & Background: This agenda item is for the approval of contract 2026-17 for Illuminated Street Sign Installation. This contract is for the installation of a total of 24 illuminated street signs at six intersections.

Discussion & Recommendations: The FY26 Capital Investment Program includes the addition of illuminated street signs to improve Farragut intersections. The following intersections will be upgraded during the first phase: Kingston Pike/Concord Road, Kingston Pike/Lendon Welch Way, Kingston Pike/Brooklawn Street, Kingston Pike/Campbell Station Road, Kingston Pike/Smith Road, and Campbell Station Road/Grigsby Chapel Road/Parkside Drive. On September 25, 2025 The Board of Mayor & Aldermen approved the purchase of the illuminated street signs using TAPCO OMNIA Contract #2023-200. Stansell Electric Company, Inc. was the sole bidder for installation on 11/25/2025 with a bid price of $2,700 per sign. The total cost for the installation of the 24 illuminated street signs as planned is $64,800. Work shall be completed on or before 6/30/2026.

Financial Section
Account Number: 310-43100-2470

Total Budget	Requested Amount	Expenditures to Date	Remaining Amount
$150,000	$64,800	$81,540	$3,660

Approved By: Michelle Pence, Interim Finance Director-Treasurer

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

Proposed Motion: Approval of Contract 2026-17 to Stansell Electric Company, Inc. for Illuminated Street Sign Installation in the amount of $64,800.

PRODUCT ID: 73138
Street Name Signs

MODEL
SNS1872W-U162/100-277VAC

DIMENSIONS
18" H x 72" W x 5.18" D (est. 44.377 lbs)

CONSTRUCTION
Cabinet: Corrosion resistant, extruded aluminum frame. 5.18" deep, single-hinged construction.
Construction: White LED Modules
Construction: Translucent White Reflective Vinyl applied to second surface
Face Material: 1/8" thick, impact modified acrylic (0000)
Faces: Single Faced Sign
Finish: Black
Graphic: Printed graphic applied to surface

ELECTRICAL
Input Voltage: 100-277VAC
UL/cUL Listed: Listed for wet locations

MESSAGE
Background color: PMS 294 Blue
Font: MUTCD Series C

MESSAGE	LED/COLOR	HEIGHT	AMPS
Kingston Pike	Printed PMS 294 Blue	7.5"	0.560-0.202

NOTE: Above messages are independently controlled.

Signal-Tech
4985 Pittsburgh Ave.
Erie, PA 16509
Phone: (877) 547-9900
Fax: (814) 835-2300
Email: sales@signal-tech.com
Website: www.signal-tech.com

Product View

NOTE: Sign image may not exactly represent the finished product. For illustration purposes only.

Top View



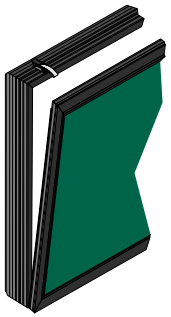


Color Key:

Printed PMS 294C

White Reflective Vinyl

Frame Detail



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Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

AGREEMENT
Contract No. 2026-17

Illuminated Street Sign Installation

This agreement made as of the _____ day of _____, in the year **2025** by and between

TOWN OF FARRAGUT (hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

Stansell Electric Company, Inc. (Hereinafter called Contractor)
860 Visco Drive
Nashville, TN 37210

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

ARTICLE 1 WORK

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

The Town of Farragut is seeking a qualified contractor to install Illuminated Street Signs at designated Intersections and roadways.

ARTICLE 2 ADMINISTRATOR

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

ARTICLE 3 CONTRACT TIME

The work shall begin upon receipt of a written Notice to Proceed from the Engineer.

Work shall be complete on or before June 30th, 2026.

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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 (which may be adjusted according to Special Provisions in Scope of Work of this agreement) for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the work, and the receipt of lien releases from the Contractor and all subcontractors.

ARTICLE 5 CONTRACT DOCUMENTS

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

A. Agreement

B. Instructions to Bidders

C. Special Conditions

D. Special Provisions

E. General Conditions

F. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2021, Edition.

G. All applicable Tennessee Department of Transportation 2021 Supplemental Specifications (see: https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html

H. TDOT Standard Roadway Drawings

I. Contractor's Bid

J. Addenda Numbers 1

K. Change Orders duly delivered and executed by each party after execution of this Agreement.

L. Affidavits and Certifications

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

ARTICLE 6 MISCELLANEOUS

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

B. Owner and Contractor each bind he, 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 by a duly executed written instrument.

D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a

period of one year from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

All questions arising under this article shall be decided by the Engineer, subject to arbitration.

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 the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

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

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

F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

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

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ARTICLE 7 LIQUIDATED DAMAGES

If the work is not completed within the time stipulated above the Contractor shall pay to the town as fixed, agreed, and liquidated damages for each workday of delay until the work is completed an amount of two hundred fifty dollars ($250).

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required **Contract 2026-17, Illuminated Street Sign Installation**, all in accordance with the bid specification and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

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

OWNER: **Town of Farragut**
11408 Municipal Center Drive
Farragut, TN 37934

BY: _____ Date: _____

_____
Printed Name Title

ATTEST: _____ Date: _____

CONTRACTOR:

Stansell Electric Company, Inc.
_____

BY: Signed by: Robert P. Elliott 4AB12D3802334A8... Date: 12/17/2025

Robert P. Elliott President
_____
Printed Name Title

ATTEST: DocuSigned by: Lisa Guthrie BF8CB72CF1764D2... Date: 12/17/2025

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farragut TENNESSEE

ITB. 2026-17

Illuminated Street Sign Installation

"Original"

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

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INSTRUCTIONS TO BIDDERS

1. The Town of Farragut (hereinafter called the "Owner" or "Town") invites sealed bids for the Illuminated Street Sign Installation contract to be submitted to the Farragut Town Hall, 11408 Municipal Center Drive, Farragut, Tennessee, by **2:00 p.m. on Tuesday, November 25th, 2025.** Include: Bidder's name, license number and **"Illuminated Street Sign Installation"** on outside of the envelope; otherwise, the bid may not be opened or considered. The bids will be opened and publicly read aloud.

2. Procurement Schedule:

ITB Issue	11/4/25
Deadline for Bidder Questions	11/18/25 @5:00pm
Bids Due	11/25/25 @2:00 pm
Intent to Award	11/26/25
Board of Mayor and Alderman Approves/Contract Signed	12/11/25

3. Following a review by the Town Staff, the bids will be presented to the Farragut Board of Mayor and Aldermen for approval. The bidder awarded the contract is herein referred to as "Contractor." The Town Engineer, who administers the contract for the Owner, shall be referred to herein as "Engineer."

4. Bids are to be received by the Town no later than the date and time indicated in Section 2 of the Instruction to Bidders. Bidders assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. Emailed proposals will not be accepted. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

   Proposers must submit in a sealed package:
   - One (1) bound paper copy clearly marked "Original"
   - One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
   - Two (2) bound paper copies clearly marked "Copy"

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The bid package shall be mailed, couriered, or hand delivered to the Town at:
Town of Farragut
Town Hall, 2nd Floor
Attn : Finance Department, Anissa Pratte
11408 Municipal Center Dr
Farragut, TN 37934

The package should be clearly labeled using the Bid Envelope Cover Sheet provided in this Invitation to Bid (ITB) :

5. **Communications**

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

Anissa Pratte, Staff Accountant, apratte@townoffarragut.org.

The Staff Accountant will be the sole point of contact for this RFP.

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

6. Contractors must provide their license number(s), references and equipment list with their bid or the bid will not be considered. A conditional or qualified bid will not be accepted.

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 Owner. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.

8. No bidder may withdraw its bid for a period of sixty (60) days after the actual date of opening thereof.

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.

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10. It is the policy of the Town of Farragut not to discriminate against qualified bidders for contracts, or its employees on the basis of race, religion, color, national origin, age, sex or disability status in its hiring and employment practices, or in the selection of contractors. It is also the policy of the Town of Farragut to reasonably accommodate all qualified individuals with disabilities in admission to, access to, or operation of its programs, services and activities, unless such accommodations would cause an undue hardship. Any contractors with whom the Town awards contracts are expected to certify and warrant that they will comply with these policies in the contractor's operations. Should anyone have a concern or question about the application of these policies, please contact the Director of Human Resources and ADA Coordinator, Michelle Pence, by e-mail at mpence@townoffarragut.org or by phone 865-966-7057 or in person at Town Hall.

a. 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. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-7; 29 CFR Part 5 regarding wages paid to employees.

b. 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.

c. The Contractor will comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, 29 CFR Part 3.

d. 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. 11368, Executive Order 11738; and Environmental Protection Agency regulations, 40 CFR part 15.

e. This contract is subject to all appropriate Federal laws, including Title VI of the Civil Rights Act of 1964.

f. The Owner, in accordance with Title VI of the Civil Rights of Act 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 insure 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.

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11. DRUG-FREE WORKPLACE

a. 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.

b. A model affidavit regarding Drug-Free Workplace is provided at the end of this packet.

As required by Tennessee Code Annotated § 50-9-114, the Owner maintains and operates a drug-free workplace program as certified by Tennessee's Drug-Free Workplace Act, as amended. The program operated by Owner includes drug and alcohol testing for persons required to have a commercial driver's license; procedures for urine drug testing and breath alcohol testing; and testing at the following times and circumstances: pre-employment, transfers, upon reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. Prohibited conduct includes the following: being on duty or performing work while under the influence; engaging in the making, distribution or possession of illegal drugs at any time or alcohol while on duty; refusing or failing a test administered under the policy; providing an altered or fake specimen for testing; use of alcohol while on on-call for duty or within four hours prior to reporting for duty; and use of drugs or alcohol within eight hours after an accident or incident unless already cleared of fault. Violations may result in termination. All bidders are required to and shall provide with their bid an affidavit certifying that the bidding entity operates a drug-free workplace program or other drug and alcohol-testing program with requirements at least as stringent as the program operated by Owner. A copy of Owner's program may be obtained upon request. The model affidavit referred to in the previous paragraph complies with the foregoing requirement.

12. NON-COLLUSION

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 affidavit regarding collusion is provided at the end of this packet.

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13. With respect to compliance with respect to requirements regarding Suspension and Debarment:

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the Town of Farragut. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 1 80, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Farragut, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements on C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. 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)

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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.

A model certificate regarding STATEMENT OF COMPLIANCE CERTIFICATE – ILLEGAL IMMIGRANTS is provided at the end of this packet.

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.

The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, Employment Eligibility Verification, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of 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".

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15. The Contractor shall be required to perform a minimum of 50 percent of the total work required for this project with its own organization, based upon the value of work and materials shown in the bid form, and compared to the total bid amount. Each bidder shall provide with his bid a listing of sub-contractors it intends to use on this project, along with a listing of the subcontractors' duties and the percentage of each subcontractor's cost as part of the overall project cost. Additionally, the Contractor must certify to the Engineer that all subcontract arrangements are in the form of a written agreement containing all the requirements and pertinent provisions of the prime contract.

16. The Contractor acknowledges that 31 U.S.C.Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the Contractor's actions pertaining to this contract.

17. The following six Government required certifications have been completed and affixed to the Agreement:

Drug-Free Workplace Affidavit
Employ/Contract with Illegal Immigrants Certification
Iran Divestment Act Certification
Non-Boycott of Israel Certification
Certification Regarding Debarment and Suspension
Byrd Anti-Lobbying Amendment Certification
Non-Collusion Affidavit
Title VI Assurance
Equal Employment Opportunity

END OF SECTION

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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. "Illuminated Street Sign Installation"
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. Drug-Free Workplace Affidavit
3. Non-Collusion Affidavit
4. Employ/Contract with Illegal Immigrants Certification
5. Iran Divestment Act Certification
6. Non-Boycott of Israel Certification
7. Certification Regarding Debarment and Suspension
8. Byrd Anti-Lobbying Amendment Certification
9. Title VI Assurance
10. Equal Employment Opportunity
11. Owners Ethnicity and Gender Statement.
12. Addenda Acknowledgement & Bid Certification
13. 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.

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Town of Farragut
11408 Municipal Center Dr
Farragut, TN 37934

Bid Envelope Cover Sheet
(affix this cover sheet to the outside of the bid envelope)
Illuminated Street Sign Installation
Invitation to Bid No. 2026-17

Bid Opening Date: November 25th, 2025
Bid Opening Time: 2:00 p.m.
Bid Opening Place: Town of Farragut Town Hall
Addendums Included: 1

Complete All Blanks!

Bidder/Prime Contractor: Stansell Electric Company, Inc.	
Address: 860 Visco Drive Nashville, TN 37210	
TN Contractors License Number: 3989	
License Classification: BC; CE; HRA-E.1	**License Limitation($):** UNLIMITED
License Expiration Date: 04/30/2027	

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SPECIAL CONDITIONS

1. The work shall begin upon receipt of a written Notice to Proceed from the Engineer. After work has begun, work is to be performed in a continuous manner until completed.

2. All work shall be completed either between the hours of 9:00 a.m. and 3:00 p.m. or between the hours of 8:00 p.m. and 6:00 a.m.

3. A preconstruction conference is required prior to commencement of any Work.

4. The Contractor is solely responsible to ensure all Work is in strict accordance with the requirements of the PROWAG and TDOT standards. Any new installations that do not meet these requirements shall be reworked at the Contractor's expense with no additional cost to the Town.

5. Should there be any conflict between these Special Conditions and the General Conditions, the Special Conditions take precedence.

6. Information in this document is the minimum necessary to define the work required. It shall be the responsibility of all bidders to inspect the sites to fully evaluate existing conditions.

7. All streets must be cleaned and deemed acceptable to the Engineer, or his designee, prior to beginning Work and after Work is complete.

8. The Contractor shall always exercise proper precautions for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of his 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. Contractor shall provide safety vests for all workers to be worn while working within the right of way. Other required safety items will be cones, barrels, flags, etc.

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GENERAL CONDITIONS

1. Utilities: The Contractor shall contact the owner(s) of any onsite utility lines to determine the presence/ location of said lines and shall fully protect same 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 owners of utilities or 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, Contractor shall procure and shall maintain in force for the duration of any activities by Contractor with regard to the Project, Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance on all owned, non-owned and hired vehicles. Failure by Contractor to obtain or maintain any insurance coverage(s) as required by this contract shall constitute a material default of Contractor's obligations and shall, notwithstanding any contract provisions to the contrary entitle Owner at its option to immediately (i) stop all work by Contractor pending adequate proof of the existence of proper coverage (no stop work order shall entitle Contractor to additional time or money), (ii) terminate the Contract for default, (iii) purchase proper coverage(s) and charge all costs thereof to Contractor, and/or (iv) withhold any further payments to Contractor until arrangements for the required coverage(s) are made.

   Owner shall be listed as additional insured on each of these policies except for Workers' Compensation. A waiver of subrogation in favor of Owner is required from all insurance carriers including the Workers' Compensation carrier.

   Contractor's Commercial General Liability, Automobile Liability, and Workers' Compensation coverages shall be primary and non-contributory, and any applicable insurance carried by the Owner shall be excess over Contractor's insurance. The policies shall be written with limits of liability not less than the following:

   A. Commercial General Liability including Premises and Operation, Completed Operations (carried for a period of two years after the completion of the Project), Contractual Liability, Contractors Protective Liability and XCU coverages:

Bodily Injury & Property Damage:	$1,000,000 Per Occurrence $2,000,000 Aggregate

      Aggregate Limit shall apply specifically to this project. Additional insured status to the Owner should apply to ongoing operations and completed operations.

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B.	Automobile Liability:	$1,000,000	Combined Single Limit for Bodily Injury and Property Damage on all Owned, Non-Owned and Hired Vehicles (Symbol 1 coverage)

C. Workers' Compensation: 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 Jones Act) that may be required due to Contractor's work shall be included in Contractor's coverage. Certificate must show waiver of subrogation in favor of Owner from Workers' Compensation carrier. Workers' Compensation coverage will apply to all employees, including executive officers.

Employer's Liability:	$100,000 Per Accident $500,000 Disease Policy Limit $100,000 Disease Each Employee

D. Umbrella/Excess Liability Policy - $1,000,000 Excess/following form coverage over General Liability, Auto Liability and Employer's Liability.

E. Contractors Pollution coverage with limits of $1,000,000 combined single limit. Coverage to include job site, transportation and disposal site coverage for any and all hazardous materials and waste brought on to the job site, disturbed or generated by Contractor.

F. To the extent Contractor's work includes design services, assistance in design services or any professional services, Contractor will be required to carry Professional Errors and Omissions coverage with limits of $1,000,000 combined single limit.

Contractor shall maintain in effect all insurance coverage required at Contractor's sole expense and with insurance companies acceptable to Contractor and with at least "A-VII" A.M. Best rating.

All insurance policies shall contain a provision that the coverages afforded thereunder shall not be canceled or not renewed or restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Owner.

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Certificates of insurance or certified copies of policies acceptable to Owner shall be filed with Owner prior to 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: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representative."

Contractor's Insurance Certificate shall be in the form prescribed by Owner, a copy of which is available to 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 Contractor's obligations or of any of Owner's rights hereunder.
Contractor shall require the same coverages described herein from any subcontractors.
Contractor shall be liable to, and shall defend, indemnify, and hold harmless, Owner for any loss or expense, including reasonable attorney's fees, resulting from Contractor's failure to provide or require any insurance coverage described herein.

3. Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless 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 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.

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 Contractor independently of and in addition to any other indemnity requirements of the contract documents which shall constitute separate obligations upon Contractor.

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 any limitation on the amount or type of damages, compensation or disability benefit acts or other employee benefit acts.

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Contractor shall, at its own expense, conform to and comply with all specific safety requirements of 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 and 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. Contractor shall directly receive, respond to, defend and can be responsible for all citations, fines, and penalties which may be incurred by reason of its failure or failure on the part of its agents, employees, materialmen, or subcontractors to so comply.

4. Specifications: Workmanship and materials shall conform to the January 1, 2021 edition of the TDOT Standard Specifications for Road and Bridge Construction (TDOT, Bureau of Highways), as well as all applicable Supplemental Specifications, unless otherwise required in the "Contract Documents".

5. Landscaping and/or Stabilization: The Contractor shall utilize appropriate measures to comply with all ordinances of the Town of Farragut, including Title 14, Chapter 5, Sec. 14-523 - Landscaping and Stabilization Requirements of the Farragut Municipal Code to prevent the release of sediment from the site.

6. Traffic Control: Where applicable, the Contractor shall be responsible for obtaining and maintaining all applicable traffic control measures as specified in the current Manual on Uniform Traffic Control Devices. The traffic control devices installed by the Contractor shall be checked on a daily basis to ensure compliance with the traffic control plan. The Contractor shall be responsible for the immediate replacement of any traffic control device or sign that is lost, stolen, or otherwise defaced or damaged so that it does not perform its intended function.

   Nothing in the plans or contract documents is intended to supersede or relieve the Contractor of the responsibility of installing traffic control devices in accordance with the current Manual on Uniform Traffic Control Devices, Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations.

   Flaggers are to be provided with proper attire and paddle when necessary to safely handle traffic through the construction zone. The Contractor shall ensure that flaggers are trained and certified in flagging operations by one of the following training programs:

   1. American Traffic Safety Services Association (ATSSA)
   2. National Safety Council (NSC)
   3. Tennessee Transportation Assistance Program (TTAP)

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The Town will accept flagger training programs developed and conducted by construction industry associations, consultant organizations, and contractors if they have an established, written program that meets all MUTCD requirements and TDOT Policy. The Contractor shall provide a copy of each flagger's certification prior to "Notice to Proceed" being issued. The Town will consider flaggers to be a general requirement of traffic control and will not make direct payment for such.

If applicable, it is the Contractor's responsibility to make ample and safe provisions for both vehicular and pedestrian traffic including maintenance of traffic control at all times.

7. Suspensions of work ordered by the Engineer:

A. If the performance of all or any portion of the work is suspended or delayed by the Engineer 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 Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

B. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer 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 suppliers, or subcontractors at any approved tier, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not 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 allowed 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.

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8. Significant changes in the character of work:

A. The Engineer 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 made either for or against the Contractor in such amount as the Engineer 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.

9. Termination: The Town may terminate this agreement (in whole or in part) for convenience or for 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 Engineer to be paid 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 Engineer directs.

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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 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 specified time, or its failure to comply with provisions on 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.

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, freight embargoes; and

2. The Contractor, within five (5) days from the beginning of any delay, notifies the Town in writing of the causes of the delay. If in the judgment of the Town, the delay is excusable, the time for completing the work shall be extended. The judgment 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).

3.

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.

10. 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 Engineer or his designee, as given from time to time during the progress of the Work.
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 Engineer and/or his designee.

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11. Protection of Work, Property, and Persons: The Contractor will be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. 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.

    The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of local, state, and federal government. 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.

    In order to protect the lives and health of his 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.

12. 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 Owner will provide any necessary inspection and testing directly and not as part of the contract.

    Neither observations by the Contractor nor inspections, tests, or approvals by 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.

    Contractor shall follow all local, state, and federal laws and/or ordinances.

13. 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 be present on the site at all times to perform adequate supervision and coordination of the work.

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14. Correction of Work: The Contractor shall promptly remove from the premises all work rejected by the Engineer or his designee for failure to comply with his directions or contract documents, and the Contractor shall promptly replace and execute the work in accordance with the approval of the Engineer or his 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.

    The Contractor shall replace, or repair work rejected by the Engineer in accordance with the directions of the Engineer. If Contractor fails to comply with those directions for repair or replacement, or if the Engineer determines that Contractor cannot or will not comply with these directions, then 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 Owner.

    If, in the opinion of the Engineer, 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 judgment of the Town Administrator shall be equitable.

15. 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 same basis.

16. 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 others relating to or arising out of this Work.

17. 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.

    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.

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18. 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 for each calendar day of delay until the work is completed an amount of two hundred fifty dollars ($250). 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 expense of Town personnel to continue monitoring the completion of the 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.

19. 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 Engineer, who is the authorized representative of Town. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Engineer. 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 Engineer shall be binding upon the Contractor, and the Contractor shall abide by the decision.

B. Performance during Dispute – Unless otherwise directed by the Town, 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 his employees, agents or others for whose acts he is 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 agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Knox County, Tennessee.

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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 agreed in writing.

END OF SECTION

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AGREEMENT

Contract No. 2026-17

Illuminated Street Sign Installation

This agreement made as of the _____ day of _____, in the year **2025** by and between

TOWN OF FARRAGUT (hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

(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 Town of Farragut is seeking a qualified contractor to install Signal Tech Illuminated Street Signs at designated Intersections and roadways.

ARTICLE 2 ADMINISTRATOR

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

ARTICLE 3 CONTRACT TIME

The work shall begin upon receipt of a written Notice to Proceed from the Engineer.

Work shall be complete on or before June 30th 2026.

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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 (which may be adjusted according to Special Provisions in Article 8 of this agreement) for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the work, and the receipt of lien releases from the Contractor and all subcontractors.

ARTICLE 5 CONTRACT DOCUMENTS

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

A. Agreement

B. Instructions to Bidders

C. Special Conditions

D. Special Provisions

E. General Conditions

F. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2021 Edition.

G. All applicable Tennessee Department of Transportation 2021 Supplemental Specifications (see: https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html

H. TDOT Standard Roadway Drawings

I. Contractor's Bid

J. Addenda Numbers _____

K. Change Orders duly delivered and executed by each party after execution of this Agreement.

L. Affidavits and Certifications

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ARTICLE 6 MISCELLANEOUS

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

B. Owner and Contractor each binds he, 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 by a duly executed written instrument.

D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a

period of one year from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

All questions arising under this article shall be decided by the Engineer, subject to arbitration.

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 the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

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

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

F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

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

ARTICLE 7 LIQUIDATED DAMAGES

If the work is not completed within the time stipulated above the Contractor shall pay to the town as fixed, agreed, and liquidated damages for each workday of delay until the work is completed an amount of two hundred fifty dollars ($250).

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required **Contract 2026-17, Illuminated Street Sign Installation**, all in accordance with the bid specification and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

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

OWNER: **Town of Farragut**
11408 Municipal Center Drive
Farragut, TN 37934

BY: _____ Date: _____

_____
Printed Name Title

ATTEST: _____ Date: _____

CONTRACTOR:

_____

BY: _____ Date: _____

_____
Printed Name Title

ATTEST: _____ Date: _____

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Illuminated Street Sign Scope of Work – 2026

The Town of Farragut is seeking qualified contractors to install Signal Tech Illuminated Street Signs at designated intersections and roadways. **Work shall be complete on or before June 30th, 2026.** If the work is not completed within the time stipulated above the Contractor shall pay to the town as fixed, agreed, and liquidated damages for each workday of delay until the work is completed an amount of two hundred fifty dollars ($250).

The following intersections will be upgraded during the first phase:

Kingston Pike/Concord Road
Kingston Pike/Lendon Welch Way
Kingston Pike/Brooklawn Street
Kingston Pike/Campbell Station Road
Kingston Pike/Smith Road
Campbell Station Road/Grigsby Chapel Road/ Parkside Drive

The total number of signs to be installed in phase one is 24 illuminated street signs. The Town will supply all street signs and required mounting hardware. The contractor will be responsible solely for the installation of each of the 24 illuminated street signs, which includes all labor, tools, equipment, transportation, and ancillary materials not provided by the Town. Pricing in the Bid sheet shall be on a per-sign-installed basis.

Bid Requirements

Contractors are required to submit the following:

- Cost of installation per sign, inclusive of all labor, equipment, traffic control, tools, and incidental materials (excluding illuminated street signs and Mounting Hardware *Provided by Town of Farragut*).
- Estimated timeline for installation per sign and for total project completion (assuming a total of 24 illuminated street signs are installed at the 6 intersections specified in the project scope).
- Proof of licenses, insurance, and qualifications.
- References for similar past work.

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BID FORM

Item	Unit	Cost per Unit
Installation of one (1) Signal Tech Illuminated Street Sign	Per Sign Installed	$ 2,700

Note: This unit cost should include all components of installation PER SIGN, except for the illuminated street signs and illuminated street sign mounting hardware, which are Town-provided. Must use 3 Conductor Signal Cable, 14 Gauge, Insulated, unless otherwise authorized in writing by the Town of Farragut.

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.

NOTES:

1. All work items not specifically mentioned above but required by the contract documents shall be considered incidental to the other work and not be paid for directly.

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:

SEE ATTACHED

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References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope:

1. Town of Farragut - Flashing Warning Beacon - $34,450

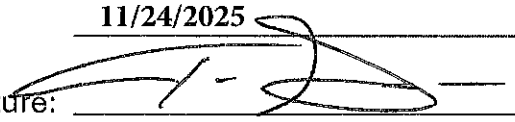
2. City of Pigeon Forge - Signal Replacement - $1,027,139

3. TDOT - GC - Ducacap Asphalt Paving Co. - Loops - $126,020

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

Telephone: **615-489-7708**

Date: **11/24/2025**

Signature: 

Title: **Taylor Groves, Director of Construction**

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DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee, County of Knox

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

1. The undersigned is a principal officer of **Stansell Electric Company, Inc.** (hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with title 50, Chapter 9, of the Tennessee Code Annotated.

3. The undersigned also attests that the requirements of the drug-free workplace program or drug and alcohol testing program operated by the bidder are at least as stringent as the program operated by the Town of Farragut.

4. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Name of Officer Taylor Groves	Director of Construction Title of Officer

State of Tennessee, County of Knox

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

Witness my hand and seal at office this 24th day of November, 20 25.

Notary Public

My commission expires: 5-3-2028

WILLIAM SCOTT GLENNIKEN
NOTARY PUBLIC
STATE OF TENNESSEE
KNOX COUNTY
MY COMMISSION EXPIRES 5-3-2028

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NON-COLLUSION AFFIDAVIT

State of Tennessee

County of Knox

Taylor Groves, being first duly sworn, deposes and says that:

(1) He/She is the Director of Construction of Stansell Electric Company, Inc., the firm that has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion,conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: Taylor Groves, Director of Construction

Subscribed and sworn to before me this 24th day of November, 20 25

_____

Director of Construction
Title

My commission expires: 5-3-2028

William Scott Flenniken

WILLIAM SCOTT FLENNIKEN
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY
MY COMMISSION EXPIRES 5-3-2028

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that **Stansell Electric Company, Inc.** have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- 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 of Chapter no. 878.

Signed:

Taylor Groves, Director of Construction

State of (**Tennessee**)

County of (**Knox**)

Personally appeared before me, _____ the undersigned Notary Public, **Taylor Groves**, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the **Stansell Electric Company, Inc.**, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this **24th** day of **November**, 20**25**.

Notary Public

My commission expires 5-3-2028

WILLIAM SCOTT FLENNIKEN
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY
MY COMMISSION EXPIRES 5-3-2028

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

Title VI Assurance

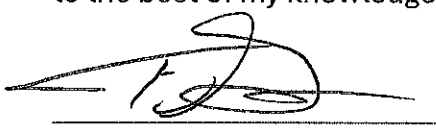
As required by the contractual agreement, Stansell Electric Company, Inc. will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

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

Stansell Electric Company, Inc. further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not. Stansell Electric Company, Inc. will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as sub-contractors.

Declaration of Administrative Head

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



11/24/2025

Administrative Head **Date**

Taylor Groves, Director of Construction

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

Equal Employment Opportunity/Affirmative Action Policy Statement

(Company letterhead)

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

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

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

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

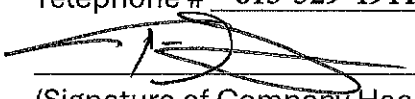
It is the policy of (Company Name Stansell Electric Company, Inc.) to satisfy reasonable special accommodations for qualified disabled individuals. It is the policy of (Company Name) that all company activities, facilities and job sites are non-segregated. Separate or single-user toilet and changing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

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

EEO Officer Name: Jonathan White

Address/Office location: 860 Visco Drive Nashville, TN 37210

Telephone # 615-329-4944



(Signature of Company Head)

11/24/2025

(Date)

Taylor Groves, Director of Construction

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

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

Name of Company Stansell Electric Company, Inc.

Owner's Name David P. Stansell, James N. Stansell, Jr., James T. Stansell

Type of Business S-Corporation

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STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSBILITY MATTERS

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

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

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

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

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

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

	11/24/2025
Signature of Authorized Representative	**Date**
Taylor Groves, Director of Construction	**615-917-4204 / tgroves@stansellelectric.com**
Printed Name	**Phone Number / Email Address**

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

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	ITB 2026-17
CONTRACTOR LEGAL ENTITY NAME:	Stansell Electric Company, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000090113

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

Currently, the list is available online at the following website: https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html

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

CONTRACTOR SIGNATURE

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

Taylor Groves, Director of Construction

PRINTED NAME AND TITLE OF SIGNATORY

11/24/2025

DATE

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STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.
According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

1) In compliance with, or adherence to, calls for a boycott of Israel, or

2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	11/24/2025
Signature of Authorized Representative	**Date**
Taylor Groves, Director of Construction	615-917-4204 / tgroves@stansellelectric.com
Printed Name	**Phone Number / Email Address**

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

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

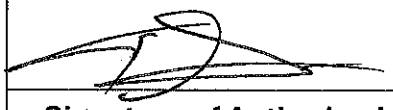
☐ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal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

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

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

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

	11/24/2025
Signature of Authorized Representative	**Date**
Taylor Groves, Director of Construction	615-917-4204 / tgroves@stansellelectric.com
Printed Name and Title	**Phone Number / Email Address**

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

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

[X] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

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

BID CERTIFICATION:

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

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

ITB. 2026-17

Project Name: Illuminated Street Sign Installation Date: 11/24/2025

Name of Proposer's Company: Stansell Electric Company, Inc.

Signature of Responsible Proposer:

Notary's Signature:

Notary Seal



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Available Owned Equipment/Vehicles - Knoxville

Year	Make	Model	General Description	Location
2001	Brooks	PT9	Trailer-Pole	Knoxville
2005	Freightliner Bucket Truck M2106	M2106	Truck-Bucket	Knoxville
2005	Volvo Mini Ex	ECR 38	Mini Excavator	Knoxville
2006	Roose 120" Reel Trailer	RR-135	Trailer-Reel	Knoxville
2009	Isuzu Small Dump Truck	WT5500 Reg Cab	Truck-Dump	Knoxville
2003	JCB Telescopic Forklift	520	Forklift-Lull	Knoxville
2009	Chevrolet	1500	Pickup	Knoxville
2009	Chevrolet	2500	Pickup	Knoxville
2010	Honda CRV	CRV	SUV	Knoxville
2010	Vermeer Vactron Evacuator	LP555dt	Vac	Knoxville
2011	Honda	CRV	SUV	Knoxville
2005	Toyota Tacoma	Tacoma	Pickup	Knoxville
2013	Chevrolet	2500HD	Service Body	Knoxville
2013	Chevrolet Crew Cab Diesel	3500D Crew	Service Body-Diesel	Knoxville
2010	Toyota Tacoma	Tacoma	Pickup	Knoxville
2013	Curralee Equipment Trailer	E718.12KD	Trailer-Equip	Knoxville
2013	Caterpillar Compact Track Loader	25983	Skid-Steer Loader	Knoxville
2014	Hank 20" Skid Trailer	HM-P6K	Trailer-Equip	Knoxville
2014	Clark Electric Reach Lift Truck	NPR17	Forklift Lull	Knoxville
2015	Chevrolet	2500HD	Service Body	Knoxville
2014	Volvo Mini Ex	ECR 38	Mini Excavator	Knoxville
	Caterpillar	302.5C	Mini Excavator	Knoxville
2013	Toyota Tacoma 4x4	Tacoma	Pickup	Knoxville
2013	Toyota Tacoma	Tacoma	Pickup	Knoxville
2015	Dodge Ram 5500 w/ETI 37ft bucket	5500	Truck-Bucket	Knoxville
2015	Chevrolet	2500HD	Service Body	Knoxville
2015	Hustler Utility Trailer	U1272-15	Trailer-Utility	Knoxville
2015	Chevrolet	3500HD	Service Body	Knoxville
2016	Chevrolet	2500HD	Pickup	Knoxville
2017	Freightliner/Watson HY5700	M2106	Pressure Digger	Knoxville
2016	Felling Dump Trailer	FT-16 -1330	Trailer-Dump	Knoxville
2016	Walk Behind Concrete Saw			Knoxville
2016	Big Tex Equipment Trailer	14ET-11108	Trailer-Equip	Knoxville
2015	Dodge Ram/ETI Small Bucket	5500	Truck-Bucket	Knoxville
2017	Dodge Ram 4500	4500	Truck-Dump	Knoxville
2016	Toyota Tacoma	Tacoma	Pickup	Knoxville
2016	Chevrolet Crew Cab	3500HD	Service Body	Knoxville
2016	Chevrolet Crew Cab	3500HD	Service Body	Knoxville
2017	Toyota Tacoma SR Access Cab	Tacoma	Pickup	Knoxville
2018	Hank 20' Skidsteer Trailer	HM-P7K20SKID	Trailer-Equip	Knoxville
2017	Dodge Ram/Texex LT40 MTD	5500	Truck-Bucket	Knoxville
2018	Volvo Mini Ex	ECR 40D	Mini Excavator	Knoxville

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Year	Make	Model	General Description	Location
2019	Freightliner	M2106	Digger Derrick	Knoxville
2016	Doosan Compressor	C185	Compressor	Knoxville
2018	Chevrolet	1500	Pickup	Knoxville
	Harlo Forklift HP6500 2wd 22-65	HP6500	HP6500	Knoxville
2018	Diamond C Roadclipper Dump Trailer	24LPDL14x82	Trailer-Dump	Knoxville
2019	Chevrolet	2500HD	Service Body	Knoxville
2018	Volvo Mini X/Epiroc Hydraulic Break	MCR 40	Mini Excavator	Knoxville
2019	Clark	ESX-25	Forklift	Knoxville
2019	covered wagon	enclosed 6'-6"	Trailer-Enclosed	Knoxville
2019	covered wagon	enclosed 6'-6"	Trailer-Enclosed	Knoxville
2019	covered wagon	enclosed 6'-6"	Trailer-Enclosed	Knoxville
2019	covered wagon	enclosed 6'-6"	Trailer-Enclosed	Knoxville
2019	covered wagon	enclosed 6'-6"	Trailer-Enclosed	Knoxville
2019	Bobcat	T595	Skid Steer-Wheeled	Knoxville
2019	Honda Polaris	Polaris	UTV	Knoxville
2019	Chevrolet	1500	Pickup	Knoxville
2019	Dodge Ram Elliott Hi-Reach V60F	5500	Truck-Bucket	Knoxville
2019	Chevrolet	2500HD	Service Body	Knoxville
2005	Freightliner	M2106	Digger Derrick	Knoxville
2020	Diamond C 14'	LPD 14'	Trailer-Dump	Knoxville
2019	Chevrolet Crew Cab Diesel	3500H	Service Body	Knoxville
2019	Chevrolet Crew Cab Diesel	3500H	Service Body	Knoxville
2019	Chevrolet Crew Cab Diesel	3500H	Service Body	Knoxville
2020	TUF Solutions	PSP-47	Trailer-Pole	Knoxville
2020	Bobcat Mini Ex	E42	Mini Excavator	Knoxville
2020	Covered Wagon 7x12 Splicing		Trailer-Splicing	Knoxville
2020	Lone Wolf 22'		Trailer-Equip	Knoxville
2020	Lone Wolf 22'		Trailer-Equip	Knoxville
2019	Dodge Ram 5500 ETC40IH	5500	Truck-Bucket	Knoxville
2019	Chevrolet	2500HD	Service Body	Knoxville
2020	Reel Trailer	RR-160	Trailer-Reel	Knoxville
2014	Freightliner	M2102	Truck-Dump	Knoxville
2021	Bobcat Excavator	E85 T4 NA	Excavator	Knoxville

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Available Owned Equipment/Vehicles - Nashville

Year	Make	Model	General Description	Location
1995	John Deere Backhoe	310D	Backhoe	Nashville
1996	I/R Air Compressor	P185WJD	Compressor	Nashville
1999	Freightliner Dump Truck		Truck-Dump	Nashville
2000	Bri-Mar	DT612-12LPHD	Dump Trailer	Nashville
2000	Reel Trailer Reeler Wheeler		Trailer-Reel	Nashville
2000	Caterpillar	416C	Backhoe	Nashville
2001	Ford Crane		Crane	Nashville
2002	I/R Air Compressor	P185WJD	Compressor	Nashville
2001	6 Reel Duct Trailer	4T0	Trailer-Reel	Nashville
2004	John Deere 310G Backhoe	310G	Backhoe	Nashville
2004	John Deere 310G Backhoe	310G	Backhoe	Nashville
2004	Caterpillar	416D	Backhoe	Nashville
2004	Pole Trailer	PTB111-15K-AK	Trailer-Pole	Nashville
2005	Hydraulic Hammer			Nashville
2006	GMC Savana Pro Van	Savanna	Van-Cargo	Nashville
2006	Freightliner	M2106	Truck-Dump	Nashville
2006	Eager Beaver	20 Ton XPT	Trailer-Equip	Nashville
2006	GMC Gas	Sierra	Service Body	Nashville
2006	Greenlee 6805 Ultra Tugger			Nashville
2005	Chevy W4 Box Van	W4500	Mini Box	Nashville
2006	Roose 120" Reel Trailer	RR-135	Trailer-Reel	Nashville
2006	John Deere	310G	Backhoe	Nashville
2003	Infiniti G35			Nashville
2007	Freightliner Bucket Truck M2106	M2106	Truck-Bucket	Nashville
	Arrow Eclipse	2200ALT	Arrow Board	Nashville
2007	Isuzu	JW5S042	Truck-Dump	Nashville
2008	Nissan	Titan	Pickup	Nashville
2008	Vermeer Evacuator 550	PMD550DT	Trailer-Equip	Nashville
2008	GMC	Savanna	Van-Cargo	Nashville
2008	Vermeer Directional Drill	D24x40II	Directional Drill	Nashville
2008	JLG 12' trailer	7612 Triple L	Trailer-Equip	Nashville
2008	Tennant Scrubber/Sweeper	M20	Scrubber	Nashville
2008	Stop Light System - master	SX 7500	Portable Traffic Light	Nashville
2008	Stop Light System	SX 7500	Portable Traffic Light	Nashville
2008	Hank Williams Boring Machine Trailer 20'	HW-P10K AirBr	Trailer-Equip	Nashville
2008	Chevy G2500 Van	G2500	Van-Cargo	Nashville
2008	Chevy Express Van	Express	Van-Cargo	Nashville
2008	Volvo Mini Ex	ECR 38	Mini Excavator	Nashville
2007	Mikasa Jumping Jack(Ditch Tamp)			Nashville
2006	Yanmar Mini Backhoe	CBL-40	Backhoe	Nashville
2007	Chevrolet	4500	Truck-Bucket	Nashville
2009	Portable Stop Light System	SX 7500	Portable Traffic Light	Nashville

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Year	Make	Model	General Description	Location
2009	Portable Stop Light System	SX 7500	Portable Traffic Light	Nashville
2005	International/Terex Commander	4047	Digger Derrick	Nashville
	Club Car	Club Car	Golf Cart	Nashville
2010	Komatsu	FD30TU-16	Forklift	Nashville
2010	Chevrolet	2500	Service Body	Nashville
2010	Chevrolet	2500	Service Body	Nashville
2010	Chevrolet	2500	Service Body	Nashville
2009	Chevrolet	2500	Service Body	Nashville
2010	Chevrolet	2500	Service Body	Nashville
2010	Chevrolet	2500	Service Body	Nashville
2010	Chevrolet	2500	Service Body	Nashville
2010	Chevrolet	2500	Service Body	Nashville
2010	GMC Savana Pro Van	Savanna	Van-Cargo	Nashville
2010	Chevy Express Access Van	Express	Van-Cargo	Nashville
2010	Chevy Express Access Van	Express	Van-Cargo	Nashville
2009	Izuzu-Gas	NPR	Box Truck	Nashville
2010	Chevy Express Access Van	Express	Van-Cargo	Nashville
2010	Izuzu NPR Flatbed	NPR	Flatbed Truck	Nashville
2009	Isuzu NPR Box Truck-Gas	NPR	Box Truck	Nashville
2010	Chevrolet Ext Cab	1500LS	Pickup	Nashville
2004	JCB Telescopic Forklift	506C HL	Forklift-Lull 6K	Nashville
2008	Vermeer Crawler Directional Drill	D16X20 Series II	Directional Drill	Nashville
2008	Hank Williams Equipment Trailer	HW-B8K 8 Ton	Trailer-Equip	Nashville
2010	Honda CRV	CRV	SUV	Nashville
2010	Honda CRV	CRV	SUV	Nashville
2010	Isuzu NPR Dump Truck	NPR	Truck-Dump	Nashville
2008	Chevy C5500 Bucket/Hi Ranger TL-38 P	C5500	Truck-Bucket	Nashville
2008	Chevy C5500 Bucket/Hi Ranger TL-38 P	C5500	Truck-Bucket	Nashville
2005	Freightliner Tanker Truck	Columbia	Tanker	Nashville
2004	JLG Electric	2630ES	Scissor Lift	Nashville
2007	Volvo Mini Ex	ECR 35	Mini Excavator	Nashville
2004	JLG	2630ES	Scissor Lift	Nashville
2009	Ford	E350	Van-Cargo	Nashville
2007	Chevy C4500 Flatbed	C4500	Flatbed Truck	Nashville
2007	Chevy C4500 Crew Cab Flatbed	C4500	Flatbed Truck	Nashville
2005	Contrail 6 ton Equipment Trailer	C12/6 TON	Trailer-Equip	Nashville
2011	Chevrolet	2500	Service Body	Nashville
2011	Chevrolet	2500	Service Body	Nashville
2011	Chevrolet	2500	Service Body	Nashville
2010	Chevy Express	Express	Van-Cargo	Nashville
2011	Brooks Pole Trailer	PTB 81-19KGDE	Trailer-Pole	Nashville
2012	Bri-Mar Dump Trailer	DT7	Trailer-Dump	Nashville

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Year	Make	Model	General Description	Location
2011	Caterpillar	246C	Skid-Steer Loader	Nashville
2013	Freightliner M2106/Watson 1100TM	M2106	Pressure Digger	Nashville
2012	Ford Transit	Transit	Van-Cargo	Nashville
2013	Portable Stop Light System	SX 7500	Portable Traffic Light	Nashville
2013	Portable Stop Light System	SX 7500	Portable Traffic Light	Nashville
2013	Portable Stop Light System	SX 7500	Portable Traffic Light	Nashville
2013	Portable Stop Light System	SX 7500	Portable Traffic Light	Nashville
2010	Mercedes Benz GL 450	GL 450	Pass	Nashville
2013	Trench Grader	SP36	Compactor	Nashville
2013	Ford Cab F650 Altec Bucket	F650	Truck-Bucket	Nashville
2013	Homesteader 8x16x6 Loop Trailer	816HT	Trailer-Equip	Nashville
2004	Ditch Witch HRT115 Cable Plow			Nashville
2013	SP36 Trench Compactor		Compactor	Nashville
2013	Vermeer Quad Track Rockwheel	RTX1250	Rockwheel	Nashville
2013	Wheeler Reeler Hyd Reel Trailer	I-60	Trailer-Reel	Nashville
2013	Chevrolet	1500	Pickup	Nashville
2013	Chevrolet	2500HD	Service Body	Nashville
2014	EagerBeaver	20T	Trailer-Equip	Nashville
2014	Chevrolet	1500	Pickup	Nashville
2014	GMC Sierra 2500 Service Body	2500HD	Service Body	Nashville
2014	GMC Sierra	1500	Pickup	Nashville
2014	Freightliner/Terex Commander	M2106 4x2	Digger Derrick	Nashville
2007	John Deere Backhoe	310J	Backhoe	Nashville
2014	Volvo Mini Ex	ECR 38	Mini Excavator	Nashville
2014	Chevrolet Express	Express	Van-Cargo	Nashville
2014	Manta Ray Anchor System			Nashville
2012	Toyota Tacoma	Tacoma	Pickup	Nashville
2015	Dodge Ram 4500	4500	Truck-Dump	Nashville
2015	Chevrolet	2500HD	Service Body	Nashville
2008	Chevrolet C4500 Flatbed	C4500	Flatbed Truck	Nashville
1997	Spectrum 16ft Aluminum Boat		Boat	Nashville
2013	Toyota Tacoma	Tacoma	Pickup	Nashville
2015	Volvo Mini Ex	ECR 38	Mini Excavator	Nashville
2016	Hank Williams 20' Trailer	HM-P7K	Trailer-Equip	Nashville
2011	Toyota Tacoma	Tacoma	Pickup	Nashville
2015	Dodge Ram 4500	4500	Truck-Dump	Nashville
2015	Chevrolet	3500HD	Service Body	Nashville
2012	Volvo Excavator	ECR 88	Excavator	Nashville
2015	Ford Transit	Transit	Van-Cargo	Nashville
2015	Ford Transit	Transit	Van-Cargo	Nashville
2016	Isuzu NRR Cab Over Flatbed	NPR	Flatbed Truck	Nashville
2016	Chevrolet Ext Cab	Colorado	Pickup	Nashville

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Year	Make	Model	General Description	Location
2016	Chevrolet DBL Cab	1500	Pickup	Nashville
2007	GMC Mechanic Truck C5500 Topkick	5500	Techs Service Truck	Nashville
2014	Volvo Mini Ex	ECR 38	Mini Excavator	Nashville
2014	Volvo Mini Ex	ECR 38	Mini Excavator	Nashville
2014	Volvo Mini Ex	ECR 38	Mini Excavator	Nashville
2013	Toyota Tacoma	Tacoma	Pickup	Nashville
2016	Felling Dump Trailer	16Ft Dump	Trailer-Dump	Nashville
2015	Toyota Tacoma	Tacoma	Pickup	Nashville
2016	Kawasaki Utility Vehicle	KAF1000BGF	UTV	Nashville
2014	Audi Q7 3.0 SUV	Q7 3.0	SUV	Nashville
2012	Volvo Loader Backhoe	BL70B	Backhoe	Nashville
2013	Freightliner	M2112	Truck-Dump	Nashville
2016	Chevrolet	Tahoe	SUV	Nashville
2017	Norstar 20' Equipment Trailer	ETB8320072	Trailer-Equip	Nashville
2017	16ft Felling Trailer	HD00211	Trailer-Equip	Nashville
2017	Ford Transit Connect Van	Transit	Van-Cargo	Nashville
2017	Lark VT610SA Box Trailer	VT610SA	Trailer-Box	Nashville
2017	Chevrolet	2500HD	Pickup	Nashville
2016	Chevrolet	2500HD	Service Body	Nashville
2017	Toyota Tacoma	Tacoma	Pickup	Nashville
2017	Dodge Ram 4500	4500	Truck-Dump	Nashville
2017	Chevrolet	1500	Pickup	Nashville
2015	Caterpillar	416F2	Backhoe	Nashville
2018	Volvo Mini Ex	ECR 40D	Mini Excavator	Nashville
2016	Toyota Tacoma	Tacoma	Pickup	Nashville
2018	Volvo Mini Ex	ECR 40D	Mini Excavator	Nashville
2018	Bobcat	S740 T4	Skid-Steer Loader	Nashville
2005	GMC Flatbed Truck	C5500	Flatbed Truck	Nashville
2012	Volvo Mini Ex	ECR 38	Mini Excavator	Nashville
2018	Chevrolet	2500HD	Service Body	Nashville
2018	Chevrolet	2500HD	Service Body	Nashville
2011	Genie	GR-20-EXT	Scissor Lift- 1 Person	Nashville
2019	Felling 16'	FT16 DT HD	Dump Trailer	Nashville
2019	Peterbilt	337	Truck-Dump	Nashville
2011	Ford F-750 loop truck	F-750	Truck-Box	Nashville
2018	Chevrolet	1500	Pickup	Nashville
2019	Dorsey Stepdeck Trailer DC53	DC53	5th wheel GVWR 80000 lbs.	Nashville
2018	Volvo Mini Ex	ECR 40D	Mini Excavator	Nashville
2018	Bobcat	T595	Compact Track Loader	Nashville
2018	GMC	Sierra	Pickup	Nashville
2018	Dodge Ram	4500	Truck-Dump	Nashville
2018	Dodge Ram	4500	Truck-Dump	Nashville

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Year	Make	Model	General Description	Location
2019	Peterbilt 348/Watson 1100	348	Pressure Digger	Nashville
2019	Clark Forklift	C30	Forklift	Nashville
2017	Toyota Tacoma	Tacoma	Pickup	Nashville
2018	Diamond C 14'	14'	Trailer-Dump	Nashville
2019	Vermeer	RTX750	Rock Wheel Trencher	Nashville
2019	Bobcat	T595	Skid Steer-Wheeled	Nashville
2019	GMC	Sierra	Pickup	Nashville
2019	Hank Williams 20'	HM-P7K20SKID	Trailer-Equip	Nashville
2019	Hank Williams 20'	HM-P7K20SKID	Trailer-Equip	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	GMC	Terrain	SUV	Nashville
2019	Bobcat	ML E42 T4	Mini Excavator	Nashville
2020	Bobcat	ML E42 T4	Mini Excavator	Nashville
2013	Atlas	XAS185JD	Compressor	Nashville
2019	Dodge Ram 5500 Crew Cab Diesel	5500	Service Body	Nashville
2019	Chevrolet Double Cab	2500	Service Body	Nashville
2019	Chevrolet Double Cab	2500	Service Body	Nashville
2019	Chevrolet Double Cab	2500	Service Body	Nashville
2019	Chevrolet Double Cab	2500	Service Body	Nashville
2019	Chevrolet Double Cab	2500	Service Body	Nashville
2020	Hank Williams 20'	HM-P7K20SKID	Trailer-Equip	Nashville
2020	Hank Williams 20'	HM-P7K20SKID	Trailer-Equip	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Eager Beaver	20XPT	Trailer-Equip	Nashville
2020	Roose 3 Reel	EQUUL335	Trailer-Reel	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2019	Volvo Mini Ex	ECR 40D	Mini Excavator	Nashville
2019	Volvo Mini Ex	ECR 40D	Mini Excavator	Nashville
2020	Chevrolet Diesel	3500HD	Service Body	Nashville
2020	Chevrolet	2500HD	Service Body	Nashville
2020	Chevrolet	2500HD	Service Body	Nashville
	Trench Grader	SP36	Trench compactor	Nashville

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Year	Make	Model	General Description	Location
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2020	Chevrolet	Colorado	Pickup	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2020	GMC	Terrain	Pickup	Nashville
2019	Vermeer	RTX1250I2	Trencher- Rock Wheel	Nashville
2019	Ford	F-550	Truck-Bucket	Nashville
2018	EZ-GO	TxT Stretch	Golf Cart	Nashville
2016	EZ-GO	TxT Lifted	Golf Cart	Nashville
2016	EZ-GO	TxT Lifted	Golf Cart	Nashville
2016	EZ-GO	TxT Lifted	Golf Cart	Nashville
2020	GMC	Sierra	Pickup	Nashville
2019	Ford Hybrid Bucket	F-550	Truck-Bucket	Nashville
2015	JLG Skytrak Lull	10054	Lull	Nashville
2021	Chevrolet	1500	Pickup Reg Cab	Nashville
2021	GMC	Terrain	SUV	Nashville
2021	GMC	Terrain	SUV	Nashville

AUTHORIZED SIGNATURES

8. **Please provide the names and addresses of all individuals within your organization who are authorized to sign bid proposals, contracts and external access registration forms on behalf of your firm. In the event any of these individuals is an officer, general partner or authorized representative of, or owns 10% or more of any other firm that is prequalified, or which has applied for prequalification, with the Department, please identify the affiliation or involvement with the Department. The executed signature must be identical to signatures on future bid proposals submitted to the Department.**

A. DAVID P. STANSELL — CEO — 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☑ yes ☐ no — C&D SAFETY COMPANY — 50%

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

B. JAMES T. STANSELL — SECRETARY — 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☑ yes ☐ no — C&D SAFETY COMPANY — PRESIDENT — 50%

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

C. ROBERT P. ELLIOT — PRESIDENT — 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

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D. BOBBY GAINES — VICE PRESIDENT — 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

E. JAMES N. STASNELL, JR. — OWNER — 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

F. MATTHEW SMITH — VICE PRESIDENT — 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

G. CHRIS KNOPF — CFO — 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

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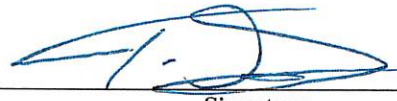
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H. ~~DOUG LITTLE~~ VICE PRESIDENT 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

I. TAYLOR GROVES  DIRECTOR CONSTRUCTION 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

J. PHILLIP SKIPPER  VICE PRESIDENT 860 VISCO DRIVE, NASHVILLE, TN 37210

Print Name | Signature | Position In Firm | Address

☐ yes ☑ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

K. _____

Print Name | Signature | Position In Firm | Address

☐ yes ☐ no

Involved in Another Firm? | Name of Other Firm | Position Held In Other Firm | Financial Interest in Other Firm

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ITB. 2026-17

Illuminated Street Sign Installation

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

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

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INSTRUCTIONS TO BIDDERS

1. The Town of Farragut (hereinafter called the "Owner" or “Town”) invites sealed bids for the Illuminated Street Sign Installation contract to be submitted to the Farragut Town Hall, 11408 Municipal Center Drive, Farragut, Tennessee, by **2:00 p.m. on Tuesday, November 25th, 2025**. Include: Bidder's name, license number and **"Illuminated Street Sign Installation"** on outside of the envelope; otherwise, the bid may not be opened or considered. The bids will be opened and publicly read aloud.

2. Procurement Schedule:

ITB Issue	11/4/25
Deadline for Bidder Questions	11/18/25 @5:00pm
Bids Due	11/25/25 @2:00 pm
Intent to Award	11/26/25
Board of Mayor and Alderman Approves/Contract Signed	12/11/25

3. Following a review by the Town Staff, the bids will be presented to the Farragut Board of Mayor and Aldermen for approval. The bidder awarded the contract is herein referred to as “Contractor.” The Town Engineer, who administers the contract for the Owner, shall be referred to herein as “Engineer.”

4. Bids are to be received by the Town no later than the date and time indicated in Section 2 of the Instruction to Bidders. Bidders assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. Emailed proposals will not be accepted. A Proposer’s failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package:

- One (1) bound paper copy clearly marked “Original”
- One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
- Two (2) bound paper copies clearly marked “Copy”

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The bid package shall be mailed, couriered, or hand delivered to the Town at:
Town of Farragut
Town Hall, 2nd Floor
Attn : Finance Department, Anissa Pratte
11408 Municipal Center Dr
Farragut, TN 37934

The package should be clearly labeled using the Bid Envelope Cover Sheet provided in this Invitation to Bid (ITB) :

5. **Communications**
   All communications regarding this ITB must be submitted via email to the Finance Department Procurement Division representative identified below:

   Anissa Pratte, Staff Accountant,apratte@townoffarragut.org.

   The Staff Accountant will be the sole point of contact for this RFP.

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

6. Contractors must provide their license number(s), references and equipment list with their bid or the bid will not be considered. A conditional or qualified bid will not be accepted.

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 Owner. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.

8. No bidder may withdraw its bid for a period of sixty (60) days after the actual date of opening thereof.

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.

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10. It is the policy of the Town of Farragut not to discriminate against qualified bidders for contracts, or its employees on the basis of race, religion, color, national origin, age, sex or disability status in its hiring and employment practices, or in the selection of contractors. It is also the policy of the Town of Farragut to reasonably accommodate all qualified individuals with disabilities in admission to, access to, or operation of its programs, services and activities, unless such accommodations would cause an undue hardship. Any contractors with whom the Town awards contracts are expected to certify and warrant that they will comply with these policies in the contractor's operations. Should anyone have a concern or question about the application of these policies, please contact the Director of Human Resources and ADA Coordinator, Michelle Pence, by e-mail at mpence@townoffarragut.org or by phone 865-966-7057 or in person at Town Hall.

a. 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. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-7; 29 CFR Part 5 regarding wages paid to employees.

b. 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.

c. The Contractor will comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, 29 CFR Part 3.

d. 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. 11368, Executive Order 11738; and Environmental Protection Agency regulations, 40 CFR part 15.

e. This contract is subject to all appropriate Federal laws, including Title VI of the Civil Rights Act of 1964.

f. The Owner, in accordance with Title VI of the Civil Rights of Act 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 insure 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.

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11. DRUG-FREE WORKPLACE

a. 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.

b. A model affidavit regarding Drug-Free Workplace is provided at the end of this packet.

As required by Tennessee Code Annotated § 50-9-114, the Owner maintains and operates a drug-free workplace program as certified by Tennessee's Drug-Free Workplace Act, as amended. The program operated by Owner includes drug and alcohol testing for persons required to have a commercial driver's license; procedures for urine drug testing and breath alcohol testing; and testing at the following times and circumstances: pre-employment, transfers, upon reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. Prohibited conduct includes the following: being on duty or performing work while under the influence; engaging in the making, distribution or possession of illegal drugs at any time or alcohol while on duty; refusing or failing a test administered under the policy; providing an altered or fake specimen for testing; use of alcohol while on on-call for duty or within four hours prior to reporting for duty; and use of drugs or alcohol within eight hours after an accident or incident unless already cleared of fault. Violations may result in termination. All bidders are required to and shall provide with their bid an affidavit certifying that the bidding entity operates a drug-free workplace program or other drug and alcohol-testing program with requirements at least as stringent as the program operated by Owner. A copy of Owner's program may be obtained upon request. The model affidavit referred to in the previous paragraph complies with the foregoing requirement.

12. NON-COLLUSION

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 affidavit regarding collusion is provided at the end of this packet.

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13. With respect to compliance with respect to requirements regarding Suspension and Debarment:

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the Town of Farragut. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 1 80, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Farragut, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements on C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. 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)

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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.

A model certificate regarding STATEMENT OF COMPLIANCE CERTIFICATE – ILLEGAL IMMIGRANTS is provided at the end of this packet.

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.

The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, Employment Eligibility Verification, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of 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”.

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15. The Contractor shall be required to perform a minimum of 50 percent of the total work required for this project with its own organization, based upon the value of work and materials shown in the bid form, and compared to the total bid amount. Each bidder shall provide with his bid a listing of sub-contractors it intends to use on this project, along with a listing of the subcontractors' duties and the percentage of each subcontractor's cost as part of the overall project cost. Additionally, the Contractor must certify to the Engineer that all subcontract arrangements are in the form of a written agreement containing all the requirements and pertinent provisions of the prime contract.

16. The Contractor acknowledges that 31 U.S.C.Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the Contractor's actions pertaining to this contract.

17. The following six Government required certifications have been completed and affixed to the Agreement:

Drug-Free Workplace Affidavit
Employ/Contract with Illegal Immigrants Certification
Iran Divestment Act Certification
Non-Boycott of Israel Certification
Certification Regarding Debarment and Suspension
Byrd Anti-Lobbying Amendment Certification
Non-Collusion Affidavit
Title VI Assurance
Equal Employment Opportunity

END OF SECTION

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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. "Illuminated Street Sign Installation"
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. Drug-Free Workplace Affidavit
3. Non-Collusion Affidavit
4. Employ/Contract with Illegal Immigrants Certification
5. Iran Divestment Act Certification
6. Non-Boycott of Israel Certification
7. Certification Regarding Debarment and Suspension
8. Byrd Anti-Lobbying Amendment Certification
9. Title VI Assurance
10. Equal Employment Opportunity
11. Owners Ethnicity and Gender Statement.
12. Addenda Acknowledgement & Bid Certification
13. 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.

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Town of Farragut
11408 Municipal Center Dr
Farragut, TN 37934

Bid Envelope Cover Sheet
(affix this cover sheet to the outside of the bid envelope)
Illuminated Street Sign Installation
Invitation to Bid No. 2026-17

Bid Opening Date: November 25th, 2025
Bid Opening Time: 2:00 p.m.
Bid Opening Place: Town of Farragut Town Hall
Addendums Included: _____

Complete All Blanks!

Bidder/Prime Contractor:	
Address:	
TN Contractors License Number:	
License Classification:	**License Limitation($):**
License Expiration Date:	

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SPECIAL CONDITIONS

1. The work shall begin upon receipt of a written Notice to Proceed from the Engineer. After work has begun, work is to be performed in a continuous manner until completed.

2. All work shall be completed either between the hours of 9:00 a.m. and 3:00 p.m. or between the hours of 8:00 p.m. and 6:00 a.m.

3. A preconstruction conference is required prior to commencement of any Work.

4. The Contractor is solely responsible to ensure all Work is in strict accordance with the requirements of the PROWAG and TDOT standards. Any new installations that do not meet these requirements shall be reworked at the Contractor's expense with no additional cost to the Town.

5. Should there be any conflict between these Special Conditions and the General Conditions, the Special Conditions take precedence.

6. Information in this document is the minimum necessary to define the work required. It shall be the responsibility of all bidders to inspect the sites to fully evaluate existing conditions.

7. All streets must be cleaned and deemed acceptable to the Engineer, or his designee, prior to beginning Work and after Work is complete.

8. The Contractor shall always exercise proper precautions for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of his 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. Contractor shall provide safety vests for all workers to be worn while working within the right of way. Other required safety items will be cones, barrels, flags, etc.

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GENERAL CONDITIONS

1. Utilities: The Contractor shall contact the owner(s) of any onsite utility lines to determine the presence/ location of said lines and shall fully protect same 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 owners of utilities or 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, Contractor shall procure and shall maintain in force for the duration of any activities by Contractor with regard to the Project, Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance on all owned, non-owned and hired vehicles. Failure by Contractor to obtain or maintain any insurance coverage(s) as required by this contract shall constitute a material default of Contractor's obligations and shall, notwithstanding any contract provisions to the contrary entitle Owner at its option to immediately (i) stop all work by Contractor pending adequate proof of the existence of proper coverage (no stop work order shall entitle Contractor to additional time or money), (ii) terminate the Contract for default, (iii) purchase proper coverage(s) and charge all costs thereof to Contractor, and/or (iv) withhold any further payments to Contractor until arrangements for the required coverage(s) are made.

   Owner shall be listed as additional insured on each of these policies except for Workers' Compensation. A waiver of subrogation in favor of Owner is required from all insurance carriers including the Workers' Compensation carrier.

   Contractor's Commercial General Liability, Automobile Liability, and Workers' Compensation coverages shall be primary and non-contributory, and any applicable insurance carried by the Owner shall be excess over Contractor's insurance. The policies shall be written with limits of liability not less than the following:

   A. Commercial General Liability including Premises and Operation, Completed Operations (carried for a period of two years after the completion of the Project), Contractual Liability, Contractors Protective Liability and XCU coverages:

Bodily Injury & Property Damage:	$1,000,000 Per Occurrence $2,000,000 Aggregate

      Aggregate Limit shall apply specifically to this project. Additional insured status to the Owner should apply to ongoing operations and completed operations.

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B.	Automobile Liability:	$1,000,000	Combined Single Limit for Bodily Injury and Property Damage on all Owned, Non-Owned and Hired Vehicles (Symbol 1 coverage)

C. Workers' Compensation: 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 Jones Act) that may be required due to Contractor's work shall be included in Contractor's coverage. Certificate must show waiver of subrogation in favor of Owner from Workers' Compensation carrier. Workers' Compensation coverage will apply to all employees, including executive officers.

Employer's Liability:	$100,000 Per Accident $500,000 Disease Policy Limit $100,000 Disease Each Employee

D. Umbrella/Excess Liability Policy - $1,000,000 Excess/following form coverage over General Liability, Auto Liability and Employer's Liability.

E. Contractors Pollution coverage with limits of $1,000,000 combined single limit. Coverage to include job site, transportation and disposal site coverage for any and all hazardous materials and waste brought on to the job site, disturbed or generated by Contractor.

F. To the extent Contractor's work includes design services, assistance in design services or any professional services, Contractor will be required to carry Professional Errors and Omissions coverage with limits of $1,000,000 combined single limit.

Contractor shall maintain in effect all insurance coverage required at Contractor's sole expense and with insurance companies acceptable to Contractor and with at least "A-VII" A.M. Best rating.

All insurance policies shall contain a provision that the coverages afforded thereunder shall not be canceled or not renewed or restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Owner.

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Certificates of insurance or certified copies of policies acceptable to Owner shall be filed with Owner prior to 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: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representative."

Contractor's Insurance Certificate shall be in the form prescribed by Owner, a copy of which is available to 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 Contractor's obligations or of any of Owner's rights hereunder.
Contractor shall require the same coverages described herein from any subcontractors. Contractor shall be liable to, and shall defend, indemnify, and hold harmless, Owner for any loss or expense, including reasonable attorney's fees, resulting from Contractor's failure to provide or require any insurance coverage described herein.

3. Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless 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 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.

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 Contractor independently of and in addition to any other indemnity requirements of the contract documents which shall constitute separate obligations upon Contractor.

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 any limitation on the amount or type of damages, compensation or disability benefit acts or other employee benefit acts.

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Contractor shall, at its own expense, conform to and comply with all specific safety requirements of 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 and 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. Contractor shall directly receive, respond to, defend and can be responsible for all citations, fines, and penalties which may be incurred by reason of its failure or failure on the part of its agents, employees, materialmen, or subcontractors to so comply.

4. Specifications: Workmanship and materials shall conform to the January 1, 2021 edition of the TDOT Standard Specifications for Road and Bridge Construction (TDOT, Bureau of Highways), as well as all applicable Supplemental Specifications, unless otherwise required in the "Contract Documents".

5. Landscaping and/or Stabilization: The Contractor shall utilize appropriate measures to comply with all ordinances of the Town of Farragut, including Title 14, Chapter 5, Sec. 14-523 - Landscaping and Stabilization Requirements of the Farragut Municipal Code to prevent the release of sediment from the site.

6. Traffic Control: Where applicable, the Contractor shall be responsible for obtaining and maintaining all applicable traffic control measures as specified in the current Manual on Uniform Traffic Control Devices. The traffic control devices installed by the Contractor shall be checked on a daily basis to ensure compliance with the traffic control plan. The Contractor shall be responsible for the immediate replacement of any traffic control device or sign that is lost, stolen, or otherwise defaced or damaged so that it does not perform its intended function.

   Nothing in the plans or contract documents is intended to supersede or relieve the Contractor of the responsibility of installing traffic control devices in accordance with the current Manual on Uniform Traffic Control Devices, Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations.

   Flaggers are to be provided with proper attire and paddle when necessary to safely handle traffic through the construction zone. The Contractor shall ensure that flaggers are trained and certified in flagging operations by one of the following training programs:

   1. American Traffic Safety Services Association (ATSSA)
   2. National Safety Council (NSC)
   3. Tennessee Transportation Assistance Program (TTAP)

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The Town will accept flagger training programs developed and conducted by construction industry associations, consultant organizations, and contractors if they have an established, written program that meets all MUTCD requirements and TDOT Policy. The Contractor shall provide a copy of each flagger's certification prior to "Notice to Proceed" being issued. The Town will consider flaggers to be a general requirement of traffic control and will not make direct payment for such.

If applicable, it is the Contractor's responsibility to make ample and safe provisions for both vehicular and pedestrian traffic including maintenance of traffic control at all times.

7. Suspensions of work ordered by the Engineer:

A. If the performance of all or any portion of the work is suspended or delayed by the Engineer 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 Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

B. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer 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 suppliers, or subcontractors at any approved tier, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not 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 allowed 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.

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8. Significant changes in the character of work:

A. The Engineer 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 made either for or against the Contractor in such amount as the Engineer 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.

9. Termination: The Town may terminate this agreement (in whole or in part) for convenience or for 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 Engineer to be paid 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 Engineer directs.

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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 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 specified time, or its failure to comply with provisions on 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.

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, freight embargoes; and

2. The Contractor, within five (5) days from the beginning of any delay, notifies the Town in writing of the causes of the delay. If in the judgment of the Town, the delay is excusable, the time for completing the work shall be extended. The judgment 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).

3.

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.

10. 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 Engineer or his designee, as given from time to time during the progress of the Work.
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 Engineer and/or his designee.

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11. Protection of Work, Property, and Persons: The Contractor will be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. 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.

    The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of local, state, and federal government. 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.

    In order to protect the lives and health of his 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.

12. 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 Owner will provide any necessary inspection and testing directly and not as part of the contract.

    Neither observations by the Contractor nor inspections, tests, or approvals by 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.

    Contractor shall follow all local, state, and federal laws and/or ordinances.

13. 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 be present on the site at all times to perform adequate supervision and coordination of the work.

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14. Correction of Work: The Contractor shall promptly remove from the premises all work rejected by the Engineer or his designee for failure to comply with his directions or contract documents, and the Contractor shall promptly replace and execute the work in accordance with the approval of the Engineer or his 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.

    The Contractor shall replace, or repair work rejected by the Engineer in accordance with the directions of the Engineer. If Contractor fails to comply with those directions for repair or replacement, or if the Engineer determines that Contractor cannot or will not comply with these directions, then 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 Owner.

    If, in the opinion of the Engineer, 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 judgment of the Town Administrator shall be equitable.

15. 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 same basis.
16. 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 others relating to or arising out of this Work.

17. 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**.**

    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.

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18. 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 for each calendar day of delay until the work is completed an amount of two hundred fifty dollars ($250). 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 expense of Town personnel to continue monitoring the completion of the 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.

19. 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 Engineer, who is the authorized representative of Town. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Engineer. 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 Engineer shall be binding upon the Contractor, and the Contractor shall abide by the decision.

B. Performance during Dispute – Unless otherwise directed by the Town, 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 his employees, agents or others for whose acts he is 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 agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Knox County, Tennessee.

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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 agreed in writing.

END OF SECTION

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AGREEMENT

Contract No. 2026-17

Illuminated Street Sign Installation

This agreement made as of the _____ day of _____, in the year **2025** by and between

TOWN OF FARRAGUT (hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

(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 Town of Farragut is seeking a qualified contractor to install Signal Tech Illuminated Street Signs at designated Intersections and roadways.

ARTICLE 2 ADMINISTRATOR

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

ARTICLE 3 CONTRACT TIME

The work shall begin upon receipt of a written Notice to Proceed from the Engineer.

Work shall be complete on or before June 30th 2026.

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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 (which may be adjusted according to Special Provisions in Article 8 of this agreement) for the several respective items of work completed, the total amount to be due upon completion and final acceptance of the work, and the receipt of lien releases from the Contractor and all subcontractors.

ARTICLE 5 CONTRACT DOCUMENTS

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

A. Agreement

B. Instructions to Bidders

C. Special Conditions

D. Special Provisions

E. General Conditions

F. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2021 Edition.

G. All applicable Tennessee Department of Transportation 2021 Supplemental Specifications (see: https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html

H. TDOT Standard Roadway Drawings

I. Contractor's Bid

J. Addenda Numbers _____

K. Change Orders duly delivered and executed by each party after execution of this Agreement.

L. Affidavits and Certifications

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ARTICLE 6 MISCELLANEOUS

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

B. Owner and Contractor each binds he, 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 by a duly executed written instrument.

D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a

period of one year from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

All questions arising under this article shall be decided by the Engineer, subject to arbitration.

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 the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is accepted from this guarantee.

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

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

F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

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

ARTICLE 7 LIQUIDATED DAMAGES

If the work is not completed within the time stipulated above the Contractor shall pay to the town as fixed, agreed, and liquidated damages for each workday of delay until the work is completed an amount of two hundred fifty dollars ($250).

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required **Contract 2026-17, Illuminated Street Sign Installation**, all in accordance with the bid specification and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

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

OWNER: **Town of Farragut**
11408 Municipal Center Drive
Farragut, TN 37934

BY: _____ Date: _____

_____
Printed Name Title

ATTEST: _____ Date: _____

CONTRACTOR:

_____

BY: _____ Date: _____

_____
Printed Name Title

ATTEST: _____ Date: _____

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Illuminated Street Sign Scope of Work – 2026

The Town of Farragut is seeking qualified contractors to install Signal Tech Illuminated Street Signs at designated intersections and roadways. **Work shall be complete on or before June 30th, 2026.** If the work is not completed within the time stipulated above the Contractor shall pay to the town as fixed, agreed, and liquidated damages for each workday of delay until the work is completed an amount of two hundred fifty dollars ($250).

The following intersections will be upgraded during the first phase:

Kingston Pike/Concord Road
Kingston Pike/Lendon Welch Way
Kingston Pike/Brooklawn Street
Kingston Pike/Campbell Station Road
Kingston Pike/Smith Road
Campbell Station Road/Grigsby Chapel Road/ Parkside Drive

The total number of signs to be installed in phase one is 24 illuminated street signs. The Town will supply all street signs and required mounting hardware. The contractor will be responsible solely for the installation of each of the 24 illuminated street signs, which includes all labor, tools, equipment, transportation, and ancillary materials not provided by the Town. Pricing in the Bid sheet shall be on a per-sign-installed basis.

Bid Requirements

Contractors are required to submit the following:

- Cost of installation per sign, inclusive of all labor, equipment, traffic control, tools, and incidental materials (excluding illuminated street signs and Mounting Hardware *Provided by Town of Farragut*).
- Estimated timeline for installation per sign and for total project completion (assuming a total of 24 illuminated street signs are installed at the 6 intersections specified in the project scope).
- Proof of licenses, insurance, and qualifications.
- References for similar past work.

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BID FORM

Item	Unit	Cost per Unit
Installation of one (1) Signal Tech Illuminated Street Sign	Per Sign Installed	$

Note: This unit cost should include all components of installation PER SIGN, except for the illuminated street signs and illuminated street sign mounting hardware, which are Town-provided. Must use 3 Conductor Signal Cable, 14 Gauge, Insulated, unless otherwise authorized in writing by the Town of Farragut.

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.

NOTES:

1. All work items not specifically mentioned above but required by the contract documents shall be considered incidental to the other work and not be paid for directly.

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:

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References for this contract must be submitted with bid form.

References listed below should be for completed projects of similar size and scope:

1. _____

2. _____

3. _____

Name and Address of Bidder: _____

_____

_____

Telephone: _____

Date: _____

Signature: _____

Title: _____

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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: _____

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion,conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

_____

_____
Title

My commission expires: _____

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

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 Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- 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 of Chapter no. 878.

Signed:

_____

State of (_____)

County of (_____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20____.

_____
Notary Public

My commission expires _____

Docusign Envelope ID: D82B9ED1-94C8-4C3C-B27C-A9AC79D185D0

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.I. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.
_____ further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not. _____ will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as sub-contractors.

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

_____ _____

Administrative Head **Date**

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Equal Employment Opportunity/Affirmative Action Policy Statement

(Company letterhead)

It is the policy of (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.

(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 assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, working conditions and selection for training to include apprenticeship, pre-apprenticeship and on-the-job training.

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

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

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

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

EEO Officer Name: _____

Address/Office location: _____

Telephone # _____

_____ _____

(Signature of Company Head) (Date)

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

Ethnicity	**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 _____

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STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSBILITY MATTERS

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

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

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

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

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

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

Signature of Authorized Representative	**Date**
Printed Name	**Phone Number / Email Address**

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

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STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

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

Currently, the list is available online at the following website: https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE

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STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.
According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

1) In compliance with, or adherence to, calls for a boycott of Israel, or

2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	**Date**
Printed Name	**Phone Number / Email Address**

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STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative	**Date**
Printed Name and Title	**Phone Number / Email Address**

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Town of Farragut

ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

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

[ ] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

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

BID CERTIFICATION:

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

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

Project Name: _____ Date: _____

Name of Proposer's Company: _____

Signature of Responsible Proposer: _____

Notary's Signature: _____

Notary Seal

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Town of Farragut

Addendum 1

RFP No. 2026-17

Illuminated Street Sign Installation
11/20/25

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

Q1. Is the sign contractor responsible for any removals of existing signs at the time of installation?

A1. The awarded vendor will be responsible for removal of any existing signs and turning them into Public Works.

Q2. Is there a diagram/drawing showing the installation hardware (provided by the Town) and mounting method for the signs?

A2. Please see attached exhibit A for the mounting brackets.

Q3. Is the sign contractor responsible for providing any electrical needed? If so, how should the cables be routed from the street sign to the bottom of the light pole?

A3. Yes, the awarded vendor is responsible for all electrical needs. The cables should be routed internally through the mast arms.

Q4. Who is responsible for providing the signal cable conductor?

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A4. The awarded vendor is responsible for providing the conductor signal cable.

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

Anissa Pratte, Staff Accountant apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this RFP.

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

PRODUCT ID: 73138

Street Name Signs

MODEL

SNS1872W-U162/100-277VAC

DIMENSIONS

18" H x 72" W x 5.18" D (est. 44.377 lbs)

CONSTRUCTION

Cabinet: Corrosion resistant, extruded aluminum frame. 5.18" deep, single-hinged construction.
Construction: White LED Modules
Construction: Translucent White Reflective Vinyl applied to second surface
Face Material: 1/8" thick, impact modified acrylic (0000)
Faces: Single Faced Sign
Finish: Black
Graphic: Printed graphic applied to surface

ELECTRICAL

Input Voltage: 100-277VAC
UL/cUL Listed: Listed for wet locations

MESSAGE

Background color: PMS 294 Blue
Font: MUTCD Series C

MESSAGE	LED/COLOR	HEIGHT	AMPS
Kingston Pike	Printed PMS 294 Blue	7.5"	0.560-0.202

NOTE: Above messages are independently controlled.

Signal-Tech
4985 Pittsburgh Ave.
Erie, PA 16509
Phone: (877) 547-9900
Fax: (814) 835-2300
Email: sales@signal-tech.com
Website: www.signal-tech.com

Product View

NOTE: Sign image may not exactly represent the finished product. For illustration purposes only.

Top View

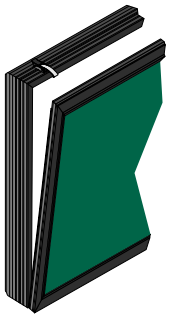




Color Key:

- Printed PMS 294C
- White Reflective Vinyl

Frame Detail



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Agenda Number: VI.B. **Meeting Date:** January 8, 2026

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Bids and Award of Contract 2026-16 Construction of McFee Dog Park to Fuel Tank Maintenance Company d/b/a FTM Contracting

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Introduction & Background:

For the past 5 years, the Parks and Recreation Department has been planning for a Dog Park to be added as Phase 5 at McFee Park. This proposal details construction of the McFee Dog Park including site work, fencing, ADA patchwork, and landscaping.

Discussion & Recommendations:

In late 2023, the Town received a $2,730,000 (50% matching) Local Parks and Recreation Fund Grant to complete 5 major projects (MBLP: Replacement of Fields 1 and 2 Synthetic Turf fields, ADA Pathwork, Sand Volleyball renovation; McFee Dog Park and Dog Park and Restroom). All five projects are projected to be within the allotted $2,730,000 grant when complete. The Dog Park project was advertised for bid on September 23, 2025 with a bid opening on October 28, 2025. Three companies submitted bids for the Dog Park with Fuel Tank Maintenance Company / FTM Contracting LLC being the lowest bid at $562,000 plus Bid Alternate 2 (Landscape) $37,000 and two fill dirt allowances (No. 1 for up to 450 cubic yards of fill dirt at a unit price of $30.00 per cubic yard, but not to exceed that quantity, and Allowance No. 2 for up to 450 cubic yards of topsoil at a unit price of $55.00 per cubic yard, but not to exceed that quantity; Total contract price of $637,250. Construction for the Dog Park is projected to take 6-months. Staff recommends approval of contract number 2026-16 to Fuel Tank Maintenance Company / FTM Contracting LLC and also recommends including a 5% contingency for potential change orders in the amount of $28,100 to the project budget and allowing the Town Administrator to approve up to $25,000 in change orders before bringing to the Board of Mayor and Aldermen for approval.

Financial Section
Account Number: 310-43934-9277 Mc Fee Dog Park and Restroom

Total Budget	Expenditures to date	Contracted Amount	5% Contingency Amount	Remaining Amount
$1,153,125	$22,500	$637,250	$28,100	$521,475

Approved By: Michelle Pence

Bid Tabulation:
Skilled Services LLC: Base Bid $559,700. Alternate 2 $87,614. No fill dirt allowances submitted.
The Franklin Group LLC: Base Bid $822,000. Alternate 2 $172,000. No fill dirt allowance submitted.

Recommended By: Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion: Approve contract number 2026-16 to Fuel Tank Maintenance Company / FTM Contracting LLC for the Construction of the McFee Dog Park for a total contract price of $637,250, to include a 5% contingency of up to $28,100 to the project budget and to authorize the Town Administrator to approve up to $25,000 in change orders prior to Board of Mayor and Aldermen authorization.

Contract No. 2026-16

McFee Dog Park

This agreement made as of the _____ day of _____ in the year 2025 by and between the;

TOWN OF FARRAGUT (Hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

Fuel Tank Maintenance Company, DBA FTM Contracting (Hereinafter called Contractor)
240 Mill Drive
Cookeville, TN 38501

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 Parks & Recreation Director will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

1. **Substantial Completion**
The Contractor shall achieve *Substantial Completion* of the project by July 1, 2026. Substantial Completion is defined as the point at which the dog park is in place and is used for its intended purpose, subject only to minor punch list items that do not affect functionality or safety.

2. **Final Completion and Payment**
The Contractor shall achieve *Final Completion* of all work, including correction of punch list items, final cleanup, and submission of all required documentation, within **30 calendar days** of the substantial completion date. Final payment will be processed upon the Engineer's acceptance of all contract deliverables and confirmation that all work has been completed in accordance with the contract documents.

3. **Liquidated Damages**
If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount of **$100.00** per calendar day for each day of delay beyond the agreed completion date.

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

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

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

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

ARTICLE 4. CONTRACT PRICE

The Owner shall pay the Contractor, in current funds, for the satisfactory performance and completion of the Work in accordance with the Contract Documents. The total Contract Price shall include a Base Bid of $562,000.00, Add Alternate No. 2 in the amount of $37,000.00, Allowance No. 1 for up to 450 cubic yards of fill dirt at a unit price of $30.00 per cubic yard, but not to exceed that quantity, and Allowance No. 2 for up to 450 cubic yards of topsoil at a unit price of $55.00 per cubic yard, but not to exceed that quantity. The total amount due shall be based on verified quantities of work performed and shall become payable upon final completion, acceptance of the Work by the Owner, and receipt of lien releases from the Contractor and all Subcontractors.

ARTICLE 5. CONTRACT DOCUMENTS

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

A. Agreement

B. Instructions to Bidders

C. Special Conditions

D. General Conditions

E. Exhibits and Plans

F. Specifications for McFee Dog Park

G. On-Call Work Order(s)

H. Contractor's Bid

I. Addenda Numbers: 1

J. Change Orders, duly delivered and executed by each party execution of this Agreement.

K. Affidavits and Certifications

ARTICLE 6. MISCELLANEOUS

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.

D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

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

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

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

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

F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

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

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2026-16 McFee Dog Park all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on _____.

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

OWNER:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY: _____

_____
(Printed or Typed)

Title _____

ATTEST:

_____

CONTRACTOR:

Fuel Tank Maintenance Company, LLC,

DBA FTM Contracting

240 Mill Drive

Cookeville, TN 38501

BY: Amanda Brantley

Amanda Brantley
(Printed or Typed)

Title Member | CFO

ATTEST: C. W

Town of Farragut

Invitation to Bid No. 2026-16
For
McFee Dog Park

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

Deadline for Proposal Submissions: Date: October 30th, 2025, Time: 2:00pm

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name Fuel Tank Maintenance Company, LLC	DBA, If Applicable dba FTM Contracting
Street Address 240 Mill Drive	Phone Number (931) 528-1137
City, State, Zip Code Cookeville, TN 38501	Email Address jdobbs@ftmcontracting.com
FEIN: 62-1780879	

Are quotes firm for 60 days? Yes__ No X Other_____
List of Deviations (if any) attached? Yes__ No X Other_____

If submitting a "No Proposal" state reason _____

Authorized Signature

President
Title (Printed)

Kevin Mack
Name (Printed)

10/30/2025
Date

CONTRACTOR'S FORM OF PROPOSAL
for
ITB# 2026-16 McFee Dog Park Build
Updated 10/22/25

To: **Town of Farragut**
11408 Municipal Center Dr
2n, Floor, Attn: Anissa Pratte
Farragut, Tennessee 37934

From: Fuel Tank Maintenance Company (Contractor)
LLC dba FTM Contracting
240 Mill Dr., Cookeville TN 38501
jdobbs@ftmcontracting.com (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 Canopy Land Design, LLC, 1522 Branson Ave, Knoxville, TN hereby proposes to furnish all labor, materials and equipment, and to perform all work required to construct the interior renovation of **McFee Dog Park**, located in Farragut, Tennessee; in accordance with Drawings and Specifications for the sum of: hereinafter referred to as the Base Bid.

The job site Superintendent for this project if the undersigned is selected shall be: Larry Wright.

Base Bid (numeric): $ 562,000.00

Base Bid (written in words):
$ Five hundred sixty two thousand and no/100

Add Alternate Costs	
Skyways shade structures (5 total) mixed heights, color to be determined by owner through submittals by the contractor. Includes all footings, reinforcing, and labor required for installation.	$ 120,000.00
Site landscape: Including all trees, shrubs and ground covers included on sheets L1.0 abd L2.0, per details on L.30 and L.31. *NOTE:Site Stabilization (seed and straw of all disturbed areas) still required as part of base bid and state erosion control and site stabilization requirements.	$ 37,000.00

Topsoil (unit price per cy) = $55.00
Fill Dirt (unit price per cy) = $30.00

BID DEPOSIT

Each bid shall be accompanied by a Bid Guaranty in the form of cash deposit or certified check drawn on a bank or a Bid Bond completed by a trust company insured by the FDIC or a surety company's standard form and properly executed by a corporate surety licensed under the laws of Tennessee to execute such bonds. The amount of the bid bond shall be equal to **five percent (5%)** of the total of the base 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.

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.

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. 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.
3. 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.
4. 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.
5. 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.
6. 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 identified by "**McFee Dog Park**, ITB No. 2026-16" and addenda.

ORGANIZATION: (Bidder to check type of organization)

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

( ) joint venture, (✓) other LLC in the State of Tennessee

FEDERAL IDENTIFICATION NUMBER:

62-1780879 **[TENNESSEE]** CONTRACTORS

LICENSE NUMBER: 37040 CONTRACTOR

CLASIFICATION, SUBCLASSIFICATION, AND LIMITATION:

BC mu; cmc; s-D Unlimited

(Classification) (Subclassification) (Limitation)

FIRM NAME: Fuel Tank Maintenance Company, LLC dba FTM Contracting

STATE OF INCORPORATION Tennessee

BY Kevin Mack - Kevin Mack

TITLE President DATE 10-30-2025

WESTFIELD INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Fuel Tank Maintenance Company, LLC dba FTM Contracting
240 Mill Drive
Cookeville, TN 38501
(931) 528-1137

SURETY:
(Name, legal status and principal place of business)
WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Town of Farragut
Farragut Town Hall
11408 Municipal Center Dr., 2nd Floor
Farragut, TN 37934

BOND AMOUNT: 5%

PROJECT:
(Name, location or address, and Project number, if any)
McFee Dog Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of October, 2025.

Dobbs
(Witness)

Jim Smith
Jim Smith *(Witness)*

Fuel Tank Maintenance Company, LLC dba FTM Contracting
(Principal) *(Seal)*
By: President
Kevin Mack, President *(Title)*

WESTFIELD INSURANCE COMPANY
(Surety) *(Seal)*
By:
Kevin Bost, Attorney-In-Fact *(Title)*

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General
Power
of Attorney

CERTIFIED COPY

POWER NO. **4110622 02**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

WILLIAM C. SPARKS, KEVIN BOST, BETH MITTLESTEADT, JANICE GENTRY, JOINTLY OR SEVERALLY

of **GREENSBORO** and State of **NC** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, consents of surety, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Vice President, Surety** and their corporate seals to be hereto affixed this **30th** day of **JULY** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *Vice President, Surety*

State of Ohio
County of Medina ss.:

On this **30th** day of **JULY** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **Vice President, Surety** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Kathleen Golovan, Chief Administrative Officer & Corporate Secretary** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of October, 2025 A.D.,

Kathleen Golovan, *Chief Administrative Officer & Corporate Secretary*

BPOAC2 (combined) (07-25)

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

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

[X] Addendum No. 1 10-22-25
[ ] Addendum No. 2
[ ] Addendum No. 3
[ ] Addendum No. 4
[ ] Addendum No. 5
[ ] Addendum No. 6
[ ] Addendum No. 7
[ ] Addendum No. 8
[ ] Addendum No. 9
[ ] Addendum No. 10

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

BID CERTIFICATION:

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

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

Project Name: **2026-16 McFee Dog Park** Date: 10-30-2025

Name of Bidder's Company: Fuel Tank Maintenance Company, LLC dba FTM Contracting

Signature of Responsible Bidder: - Kevin Mack - President

Notary's Signature: Amanda Brantley

Notary Seal

AMANDA BRANTLEY
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF PUTNAM

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of Fuel Tank Maintenance Co., LLC dba FTM Contracting, 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 Fuel Tank Maintenance Co., LLC dba FTM Contracting (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.

Kevin Mack — Name of Officer

President — Title of Officer

State of Tennessee **, County of** Putnam

Before me personally appeared Kevin Mack, 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 30th day of October, 20 25.

Amanda Brantley
Notary Public

My commission expires: 3-23-27

AMANDA BRANTLEY
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF PUTNAM

NON-COLLUSION AFFIDAVIT

Kevin Mack, being first duly sworn, deposes and says that:

(1) He/She is the President of Fuel Tank Maintenance Co., LLC dba FTM Contracting the firm that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion,conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and

(5) The Bid of service outlined in the Bidis fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): Kevin Mack

Title: President

Before me personally appeared Kevin Mack, 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 30th day of October, 20 25.

Amanda Brantley
Notary Public

My commission expires: 3-23-27

AMANDA BRANTLEY STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF PUTNAM

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Fuel Tank Maintenance Co., LLC dba FTM Contracting have fully complied with all the requirements of Tennessee Code Annotated § 12-4-124.

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

Signed: Kevin Mack

Before me personally appeared Kevin Mack, 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 30th day of October, 20 25.

Amanda Brantley
Notary Public

My commission expires: 3-23-27

AMANDA BRANTLEY
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF PUTNAM

STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

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

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

1) In compliance with, or adherence to, calls for a boycott of Israel, or

2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Kevin Mack	10/30/2025
Signature of Authorized Representative	**Date**
Kevin Mack, President	931-528-1137 jdobbs@fmcontracting.com
Printed Name	**Phone Number / Email Address**

STATE OF TENNESSEE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSBILITY MATTERS

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

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

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

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

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

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

Kevin Mack	10-30-2025
Signature of Authorized Representative	**Date**
Kevin Mack, President	931-528-1137 jdobbs@fmcontracting.com
Printed Name	**Phone Number / Email Address**

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



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

Kevin Mack	10-30-2025
Signature of Authorized Representative	**Date**
Kevin Mack, President	931-528-1137 jdobbs@ftmcontracting.com
Printed Name and Title	**Phone Number / Email Address**

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

Ethnicity	Male	Female
Black/African American		
American Indian and Alaskan Native		
Asian		
Caucasian	2	1
Hispanic		
Native Hawaiian/Other Pacific Islander		
Other (Please Specify)		

Name of Company Fuel Tank Maintenance Company, LLC dba FTM Contracting

Owner's Name Kevin Mack

Type of Business General Contractor

STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	ITB No. 2026-16
CONTRACTOR LEGAL ENTITY NAME:	Fuel Tank Maintenance Company, LLC dba FTM Contracting
EDISON SUPPLIER IDENTIFICATION NUMBER:	FB2SNMXNZEW8

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

Currently, the list is available online at the following website:
https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html

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

Kevin Mack

CONTRACTOR SIGNATURE

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

Kevin Mack, President

PRINTED NAME AND TITLE OF SIGNATORY

10-30-2025

DATE

TITLE VI ASSURANCE

As required by the contractual agreement, Fuel Tank Maintenance Co., LLC dba FTM Contracting Kevin Mack, President will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

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

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

Fuel Tank Maintenance Co., LLC dba FTM Contracting Kevin Mack, President will also encourage interested certified Disadvantaged Business Enterprise (DBE) firms, as well as other minority-owned and women-owned, to work as subcontractors.

Declaration of Administrative Head

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

Kevin Mack President — Administrative Head

10-30-2025 — Date

Fuel Tank Maintenance Co., LLC
dba FTM Contracting

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name Fuel Tank Maintenance Co., LLC dba FTM Contracting) not to discriminate against any applicant for employment, or present employee, because of race, color, religion, national origin, age, sex, disability, or veteran status.

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

(Company Name Fuel Tank Maintenance Co., LLC dba FTM Contracting) will continue to make it understood to the employment sources/agencies with which it deals, and in employment opportunity announcements/ads, the above mentioned EEO/AA Policy and that all of the company's employment decisions are based on individual merit only.

All current employees of (Company Name Fuel Tank Maintenance Co., LLC dba FTM Contracting) are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

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

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

EEO Officer Name: Amanda Brantley, CFO Address/Office Location: 240 Mill Dr., Cookeville, TN 38501 Telephone #

(Signature of Company Head) 10-30-2025 (Date)

Anissa Pratte

From: Daniel Boutte <canopylanddesign@gmail.com>
Sent: Monday, November 10, 2025 10:02 AM
To: Anissa Pratte
Cc: Blake Travis; Ron Oestreich
Subject: Re: FW: McFee Dog Park

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Anissa -

The unit prices that were included by FTM were going to be required by all the bidders. The number provided for the unit prices of imported suitable fill and topsoil was requested via addendum 1 to all bidders. All of the bidders were going to be required to include the unit price upon being awarded as the lowest bidder. So should not have any bidding / purchasing issues with proceeding with FTM.

The imported suitable fill estimate at (450 CY total) is an allowance that we may not need to hit, but would suggest that we include 30 trucks of both suitable fill and topsoil as allowance 1 and 2. See below for my recommendation for how to proceed with the award and amount. I would highly recommend that we include a 5% contingency if we need to have the BOA approve the total amount. That gives us a bit to play with as we encounter issues during construction.

FTM Contract Summary:

BASE BID _____ **$562,000.00**
5% contingency (BASE BID ONLY) = _____ **$28,100.00**

ADD ALTERNATE 2 (landscape) _____ **$37,000.00**

ALLOWANCE 1 (imported, spread and place) suitable fill dirt.
((Assumed 30 truck loads at 15 CY / load at $30/CY = 450 CY x $30 = **$13,500.00**

ALLOWANCE 2 (import, spread and place) topsoil

((Assumed 30 truck loads at 15 CY / load at $55/CY = 450 CY x $55 = **$24,750.00**

Total contract amount with contingency and allowances 1 and 2 = **$665,350.00**

Anissa, I will reach out to make sure this makes sense.

best,

daniel

Daniel Boutte PLA, ASLA
Landscape Architect
CanOpy Land Design
225.939.7403
canopylanddesign@gmail.com



Town of Farragut

Invitation to Bid No. 2026-16
For
McFee Dog Park

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

Deadline for Proposal Submissions: Date: October 28th, 2025, Time: 2:00pm

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID

Company Name	DBA, If Applicable
Street Address	Phone Number
City, State, Zip Code	Email Address
FEIN:	

Are quotes firm for 60 days? Yes__ No__ Other_____
List of Deviations (if any) attached? Yes__ No__ Other_____

If submitting a "No Proposal" state reason _____

_____ _____
Authorized Signature Title (Printed)

_____ _____
Name (Printed) Date

ITB No. 2026-16 McFee Dog Park

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ADVERTISEMENT FOR BIDS

Instructions

Sealed bids for the project entitled **2026-15 Town of Farragut McFee Dog Park** will be received by the Town of Farragut on **October 28th, 2025, at 2:00pm** in the Town of Farragut Town Hall located at 11408 Municipal Center Dr., 2nd Floor, Farragut, Tennessee, 37934**.** At said place and time, all bids that have been duly received will be publicly opened and read aloud.

The Town of Farragut is soliciting bids from qualified and interested companies for all labor, equipment, and materials required to construct a dog park at the Town of Farragut McFee Park. This is a grant funded project through the Tennessee Local Parks and Recreation Fund (LPRF). All dimensions and scope of work should be verified by contractors prior to submission of bids. Plans can be downloaded from any of the websites mentioned in section 1.2 and 1.4.

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. Pricing shall be all inclusive but not limited to all labor, equipment, supplies, materials, freight, travel, fuel, set-up and take-down costs, and all other costs related to the successful completion of the project

1.1 Procurement Schedule

ITB Issue	9/23/25
Non-Mandatory Pre-Bid Meeting*	10/15/25 @ 2:00PM
Deadline for Bidder Questions	10/21/2025 @ 5:00PM
Bid Due	10/28/2025 @ 2:00PM
Intent to Award/ Contract Negotiations Begin	10/29/25
Board of Mayor and Alderman Approves/Contract Signed	11/13/2025

*The Non-Mandatory Pre-Bid meeting will be held October 15th, 2025, at 2:00PM at McFee Park, 917 McFee Rd, Farragut, TN 37934. When you are at the park, please proceed to the back of the park where the dog park will be built. (refer to project plans)

1.2 Bid Documents

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

1. **Town Website** (Free):
   - https://link.edgepilot.com/s/e21d4051/d914nl_zIkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
   - Registration is required but at no cost to vendors.
2. **Vendorlink** (Paid):
   - https://link.edgepilot.com/s/cb5ff12b/xEUIeExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home
   - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon** (Paid):
   - https://link.edgepilot.com/s/1f6497fb/IRQ_I4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
   - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
   - https://www.demandstar.com/app/login
   - Also requires vendor registration and payment, offering national visibility.

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

1.3 Communications

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

Anissa Pratte, Staff Accountant
apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this ITB.

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

1.4 ITB Amendments and Cancellation

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

1. **Town Website** (Free):
    - https://link.edgepilot.com/s/e21d4051/d914nl_zIkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
    - Registration is required but at no cost to vendors.
2. **Vendorlink** (Paid):
    - https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home
    - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon** (Paid):
    - https://link.edgepilot.com/s/1f6497fb/IRQ_I4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
    - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
    - https://www.demandstar.com/app/login
    - Also requires vendor registration and payment, offering national visibility.

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

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the Town. The Town of Farragut reserves the right to reject any and all bids and to waive any formalities in the bidding process, and to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the Town. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.

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

1.5 Bid Bond/Guaranty

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

1.6 Performance Bond and Payment Bond

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

1.7 Post Bid Information

Any actual or prospective bidder, proposer, or Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Town of Farragut Finance Department Procurement Division.

Protest Filing Requirements

- Identification of the solicitation (ITB or RFP);
- A detailed statement of the legal and factual grounds for the protest, including all supporting documentation; and
- The specific relief requested.

Deadlines

- **Award Protests** (for ITBs and RFPs): Must be received within **seven (7) calendar days** after the Town issues the Notice of Intent to Award.
- Late protests will not be considered.

Submission Address

Town of Farragut
Attn: Finance Department – Procurement
11408 Municipal Center Dr, 2nd Floor
Farragut, TN 37934

Protest Bond Requirement

- All protests must be accompanied by a **protest bond** in an amount equal to **five percent (5%) of the Town's estimated contract value.**
- The bond shall be made payable to the Town of Farragut.
- If the protest is upheld, the bond will be returned in full.
- If the protest is denied, the bond will be forfeited to the Town to cover administrative costs.

Protest Review Process

- Upon receipt of a timely and complete protest, the Finance Department/Procurement Division will review all relevant information.
- No award will be made during the pendency of a timely protest unless the Town Administrator or Finance Director determines that proceeding without delay is in the Town's best interest.
- A written decision will be issued within **fourteen (14) calendar days** of receipt of the protest, unless extended for good cause.
- The decision shall be final unless appealed in accordance with Tennessee law.

Failure to strictly follow these protest procedures will result in dismissal of the protest without further consideration.

1.8 Contract Term

1. **Substantial Completion**
The Contractor shall achieve *Substantial Completion* of the project by June 1, 2026. Substantial Completion is defined as the point at which the dog park is in place and is used for its intended purpose, subject only to minor punch list items that do not affect functionality or safety.

2. **Final Completion and Payment**
The Contractor shall achieve *Final Completion* of all work, including correction of punch list items, final cleanup, and submission of all required documentation, within **30 calendar days** of the substantial completion date. Final payment will be processed upon the Engineer's acceptance of all contract deliverables and confirmation that all work has been completed in accordance with the contract documents.

3. **Liquidated Damages**
If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount of **$100.00** per calendar day for each day of delay beyond the agreed completion date.

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

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

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

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

1.9 Bid Submittal

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

Proposers must submit in a sealed package:

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

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

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

- Confidential
- Proposal for **ITB# 2026-16 Town of Farragut McFee Dog Park**
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

Bid Submittal Checklist

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

END OF THIS SECTION

Bid Envelope Cover



Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37772

Confidential

Invitation to Bid

SEALED BID – DO NOT OPEN

ITB No. 2026-16 McFee Dog Park

Bid Opening Date & Time: October 28th, 2025 @ 2:00pm

Company Name: _____

Company Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.

2. Scope of Work

The Town of Farragut is soliciting bids from qualified and interested companies for all labor, equipment, and materials required to construct a dog park at the Town of Farragut McFee Park. This is a grant funded project through the Tennessee Local Parks and Recreation Fund (LPRF). All dimensions and scope of work should be verified by contractors prior to submission of bids. Plans can be downloaded from any of the websites mentioned in section 1.2 and 1.4.

Park Information
The location is identified within Exhibit A named *2508_mcfeeDOG_8 11 2025*. Contractor shall secure and pay for all necessary Town of Farragut permits for any street, sidewalk closures, or right-of-way work. Exhibit A named *2508_mcfeeDOG_8 11 2025* is posted separately from the ITB Bid Documents on the four (4) websites mentioned in sections 1.2 and 1.4.

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

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

Submittals
Submit invoices or delivery forms for documentation of products and quantities delivered to site and used on project

Inspections
Construction inspections will be conducted periodically by the Town of Farragut or its designee to review compliance with the solicitation requirements and the final working drawings. The Town of Farragut reserves the right to inspect the site at any time without notification.
END OF THIS SECTION

2.1 Special Conditions

1. The work shall begin upon receipt of a written Notice to Proceed from the Parks and Recreation Director. After work has begun, work is to be performed in a continuous manner until it is completed.

2. The awarded bidder shall submit for approval a project schedule.

3. Information in this document is the minimum necessary to define the work required. It shall be the responsibility of all bidders to inspect the site to fully evaluate existing conditions.

4. Protection of Natural Resources: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing conditions or to be restored to an equivalent or improved condition upon completion of the work.

5. The successful bidder shall comply with and require all subcontractors to comply with all Federal, State, and City Contractor License Laws.

6. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the Town of Farragut and all applicable State and Federal laws, policies, procedures, and guidelines.

7. The Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the Town of Farragut of destroyed or damaged property no later than (1) month from the date the damage occurred.

8.The standard specifications for this project shall be based on the Standard Specifications for Public Works (Green Book), current edition, except as amended by these bid and contract documents.

Other standards may be applicable to certain type of work and details when specified. In the event there is a conflict between 2 applicable standards, the most stringent standard in the Town's opinion shall apply.

9.The awarded contractor shall furnish completed Schedule of Values, by Noon of the next business day after the contract has been executed.

10. The Contractor shall always keep the premises free from the accumulation of waste materials and rubbish caused by operations and employees. Contractor shall dispose of debris in a legal manner.

11. At the completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment.

12. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.

13. The Contractor is soley responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public and app persons in or around the work area.

14. Within 10 calendar days of completion of the project, the Contractor shall submit project close out documents including, drawings showing as built conditions with red pencil, all warranties, and guarantees, all final lien releases, and all other project related documents requested by the Town.

15. Job site visits by Town staff do not constitute approval, awareness, or liability for any hazardous condition.

16. In no event shall the Town of Farragut be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

17. All invoices shall be submitted to:

Ron Oestreich
Parks & Recreation Director
239 Jamestowne Blvd.
Farragut, TN 37934

A five percent (5%) retainage will be withheld from each payment until the project has been accepted, and final completion has been issued by the Owner. The Contractor shall submit invoices no less than once per month. All invoices must be prepared on AIA Forms G702 and G703, or an equivalent itemized format approved by the Owner.

18. All plans and drawings associated with this project are provided in a separate document, available for download from any of these 4 sites:

1. **Town Website** (Free):
   - https://link.edgepilot.com/s/e21d4051/d914nl_zIkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
   - Registration is required but at no cost to vendors.
2. **Vendorlink** (Paid):
   - https://link.edgepilot.com/s/cb5ff12b/xEUIeExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home
   - Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon** (Paid):
   - https://link.edgepilot.com/s/1f6497fb/IRQ_I4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
   - Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star (Paid):**
   - https://www.demandstar.com/app/login
   - Also requires vendor registration and payment, offering national visibility.

19. 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.

20. 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.

21. 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.

22. 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.

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

23. 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 THIS SECTION

CONTRACTOR'S FORM OF PROPOSAL
for
ITB# 2026-16 McFee Dog Park Build

To: Town of Farragut
11408 Municipal Center Dr
2n, Floor, Attn: Anissa Pratte
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 Canopy Land Design, LLC, 1522 Branson Ave, Knoxville, TN hereby proposes to furnish all labor, materials and equipment, and to perform all work required to construct the interior renovation of **McFee Dog Park**, located in Farragut, Tennessee; in accordance with Drawings and Specifications for the sum of: hereinafter referred to as the Base Bid.

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

_____.

BASE BID
Everything on plans $ _____

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 Oblige. (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. 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.
3. 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.
4. 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.
5. 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.
6. 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 identified by “**McFee Dog Park**, ITB No. 2026-16” and addenda.

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)

FIRM NAME: _____

STATE OF INCORPORATION _____

BY _____

TITLE _____ DATE _____

Town of Farragut

General Terms and Conditions

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

1. **ACCEPTANCE-AGREEMENT.** Vendors shall hold their price firm and subject to acceptance by the Town of Farragut for ninety (90) calendar days from the date of the solicitation opening unless otherwise directed by the Town of Farragut.

2. **AWARD/REJECTION OF RESPONSES.** Awards are made to the responsible vendor complying with the conditions of the solicitation based on the response that receives the highest rating and is in the Town of Farragut’s best interest. The Town of Farragut reserves the right to reject any and all responses and to waive any informality in the responses received whenever the Town of Farragut determines that such rejection or waiver is in the Town of Farragut’s best interest.

3. **INTERPRETATIONS.** The Town of Farragut is not responsible for oral interpretations of specifications. Submit written requests for interpretation as indicated in a solicitation document. Addenda (official changes to or interpretations of specifications) are posted to the Town of Farragut’s web page. It is the vendor’s responsibility to examine the web page for addenda. All addenda become part of the contract, and all vendors/vendors are bound by such addenda.

4. **USE OF SOLICITATION FORMS.** Vendors are to complete the forms contained in the solicitation package. Failure to complete these forms may result in the rejection of your response.

   Vendors are not to change the pricing method that is on the solicitation document unless the Procurement/Finance office approves the change.

5. **BID WITHDRAWAL.** A Vendor may withdraw or amend a solicitation response before the date and time set for the receipt of bids without stating a reason. Bids may not be withdrawn without the Town of Farragut’s approval after the bid opening. If granted, withdrawal after the due date is non-reversible. Bid withdrawal may affect your bid bond (if any).

6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the Town of Farragut (“Town”).

7. **ALTERATIONS OR ADMENDMENTS.** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the Town of Farragut’s prior written approval.

8. **APPROPRIATION.** In the event funds are not appropriated by the Town of Farragut for the goods and/or services or insufficient funds exist to purchase the goods and/or services, awards and/or contracts shall terminate upon the expenditure or previously appropriated funds with no further obligations owed to or by either party.

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

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

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

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

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

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

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

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

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

16. **INDEMNIFICATION/HOLD HARMLESS.** The Vendor shall indemnify, defend, save and hold harmless the Town of Farragut, its Mayor of Board, Alderman and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by vendor, its sub-vendors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of vendor, its sub-vendors, suppliers, agents or employees.

17. **INSURANCE.** A Vendor working on the Town of Farragut property shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Vendor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

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

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

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

d. **Professional Liability Insurance**, with a limit of $1,000,000 for each claim and aggregate.

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

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

a) Commercial General Liability
b) Auto Liability

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

iii. All policies, expect Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

19. **PROPRIETARY INFORMATION.** The Town of Farragut operates under Tennessee's Open Records Act and all information in the Town of Farragut's possession is subject to disclosure upon request. The applies whether or not such information is stamped "confidential," "proprietary" or other similar phrases.

20. **RECORDS RETENTION AND AUDIT.** The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under an agreement and/or contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by federal law and/or regulations) from the date of the final payment under an agreement or contract. This shall be for inspection by the Town of Farragut or any other governmental entity or agency participating in the funding of an agreement or contract, or any authorized agents thereof. Upon request, the vendor shall furnish copies of said records.

21. **TERMINATION FOR CONVENIENCE.** The Town of Farragut reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Vendor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. The Vendor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. The Vendor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Vendor's suppliers or s which Vendor could reasonably have avoided. The Vendor must not unreasonably anticipate the requirements of this order.

22. **TERMINATION FOR CAUSE**. The Town of Farragut may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective, or which do not conform to this order, and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to cancel this order for cause. In the event of cancellation for cause, the Town is not liable to the Vendor for any amount, and the Vendor is liable to the Town for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that the Town has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

23. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Farragut. Tennessee, in accordance with the following provisions:

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

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

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

d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

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

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

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

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

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

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

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

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

28. **INTEGRATION.** This Agreement represents the entire and integrated agreement between Town and Vendor. All prior and contemporaneous communications, representations, and agreements by Vendor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

29. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Town and Vendor and their respective permitted successors and permitted assigns.

30. **ASSIGNMENT.** Neither the Town nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Vendor from employing independent Vendors, associates, and s to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Vendor employs independent Vendors, associates, and subcontractors to assist in performance of the Services, Vendor shall be solely responsible for the negligent performance of the independent Vendors, associates, and subcontractors so employed.

31. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town and Vendor.

32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the Town a partner, joint venturer, or associate of Vendor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

33. **INTEREST OF CURRENT & PAST MEMBERS, OFFICIERS OR EMPLOYEES.** No member, officer or employee of the Town of Farragut, no member of the Town of Farragut's governing body, and no other public official who exercises any function or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in a contract, agreement or purchase order or the proceeds thereof.

34. **NON-DISCRIMINATION.** Vendors agree to comply with all federal, state, and local nondiscrimination laws and regulations. Vendor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Vendor further agrees to comply with all federal, state and local laws regarding treatment and accommodation for individuals with disabilities.

35. **DRUG FREE WORKFORCE.** Vendor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

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

The Vendor understands and acknowledges the applicability to it of:

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

END OF THIS SECTION

TOWN OF FARRAGUT

GOVERNMENTAL REGULATION ADDENDA

The following commitments, certificates and affidavits find their origin in federal and state law related to funding granted by state and federal entities to local governments like the Town of Farragut, and are agreed to by the parties to the contract or agreement to which it is incorporated:

I. With respect to compliance with the Equal Employment Opportunity requirements:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color. religion, sex. sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of his nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 1 1246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 1 1246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 1 1246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (g) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town of Farragut (herein the "Client" or the "Applicant") further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will cany out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. With respect to compliance with Copeland "Anti-Kickback Act":

   (a) Contractor. The Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   (b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses,

   (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F R. § 5.12."

3. With respect to compliance with the Contract Work Hours and Safety Standards Act:

   (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the total of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

   (c) Withholding for unpaid wages and liquidated damages. The Town of Farragut shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

   (d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. With respect to compliance with the following Acts:

(a) Clean Air Act

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.

(ii) The Contractor agrees to report each violation to the (name of subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

(iii)The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

(b) Federal Water Pollution Control Act.

(i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the (name of the subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

5. With respect to compliance with respect to requirements regarding Suspension and Debarment:

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the Town of Farragut. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 1 80, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Farragut, the Federal Govemment may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements on C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. With respect to compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352:

   Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. With respect to the compliance with the Drug-Free Workplace Act:

   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.

   As required by Tennessee Code Annotated 50-9-114, the Town maintains an operates a drug-free workplace program as certified by Tennessee's Drug-Free Workplace Act, as amended. The program operated by the Town includes drug and alcohol testing for persons required to have a commercial driver's license; procedures for urine drug testing and breath alcohol testing; and testing at the following times and circumstances: pre-employment, transfers, upon reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. Prohibited conduct includes the following: being on duty or performing work while under the influence; engaging in the making, distribution or possession of illegal drugs at any time or alcohol while on duty; refusing or failing a test administered under the policy; providing an altered or fake specimen for testing; use of alcohol while on on-call for duty or within four hours prior to reporting for duty; and use of drugs or alcohol within eight hours after an accident or incident unless already cleared of fault. Violations may result in termination. All bidders are required to and shall provide with their bid an affidavit certifying that the bidding entity operates a drug-free workplace program or other drug and alcoholtesting program with requirements at least as stringent as the program operated by the Town. A copy of Town's program may be obtained upon request. The model affidavit referred to in the previous paragraph complies with the foregoing requirement.

8. With respect to the compliance with the laws governing employing or 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 I).

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.

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.

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 1-9, Employment Eligibility Verification, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of 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 ofthis 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 noncitizen 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".

9. This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

10. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the Contractor's actions pertaining to this contract.

11. The following six Government required certifications have been completed and affixed to the Agreement as Attachments:

- Drug-Free Workplace Affidavit
- Employ/Contract with Illegal Immigrants Certification
- Iran Divestment Act Certification
- Non-Boycott of Israel Certification
- Certification Regarding Debarment and Suspension
- Byrd Anti-Lobbying Amendment Certification
- Non-Collusion Affidavit
- Title VI Assurance
- Equal Employment Opportunity

SAMPLE AGREEMENT

Contract No. 2026-16

McFee Dog Park

This agreement made as of the _____ day of _____ in the year 2025 by and between the;

TOWN OF FARRAGUT (Hereinafter called Owner) and
11408 Municipal Center Drive
Farragut, TN 37934

(Hereinafter called Contractor)

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

ARTICLE 1. WORK

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

ARTICLE 2. ADMINISTRATOR

The Parks & Recreation Director will act as Administrator in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

1. **Substantial Completion**
The Contractor shall achieve *Substantial Completion* of the project by June 1, 2026. Substantial Completion is defined as the point at which the dog park is in place and is used for its intended purpose, subject only to minor punch list items that do not affect functionality or safety.

2. **Final Completion and Payment**
The Contractor shall achieve *Final Completion* of all work, including correction of punch list items, final cleanup, and submission of all required documentation, within **30 calendar days** of the substantial completion date. Final payment will be processed upon the Engineer's acceptance of all contract deliverables and confirmation that all work has been completed in accordance with the contract documents.

3. **Liquidated Damages**
If the Contractor fails to complete the work, or any specified portion thereof, within the time prescribed in the contract, including any authorized extensions of time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount of **$100.00** per calendar day for each day of delay beyond the agreed completion date.

SAMPLE

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

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

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

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

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. CONTRACT DOCUMENTS

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

A. Agreement

B. Instructions to Bidders

C. Special Conditions

D. General Conditions

E. Exhibits and Plans

F. Specifications for Wayfinding Sign Fabrication and Installation

G. On-Call Work Order(s)

H. Contractor's Bid

I. Addenda Numbers _____

J. Change Orders, duly delivered and executed by each party execution of this Agreement.

K. Affidavits and Certifications

SAMPLE

ARTICLE 6. MISCELLANEOUS

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed only by a written instrument signed by the party to be charged.

D. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner.

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

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

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

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

F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to “Lobbying” and “Nondiscrimination,” (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

SAMPLE

G. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

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

SAMPLE

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of Contract 2026-16 McFee Dog Park all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

Per Bid Form signed and submitted on _____.

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

OWNER:

Town of Farragut

11408 Municipal Center Drive

Farragut, TN 37934

BY:

_____

_____
(Printed or Typed)

Title _____

ATTEST:

_____

CONTRACTOR:

BY:

_____

_____
(Printed or Typed)

Title _____

ATTEST:

_____

SAMPLE

TOWN OF FARRAGUT, TENNESSEE

BID BOND

CONTRACT NO. 2026-16

Principal:

_____

Print Name of Principal

Surety:

_____

Print Name of Surety

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

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

SAMPLE

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

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

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

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

SAMPLE

TOWN OF FARRAGUT, TENNESSEE

BID GUARANTEE

CONTRACT NO. 2026-16

Bidder:

_____

Print Name of Bidder

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

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

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

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

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

SAMPLE

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. 2026-16

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

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

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

Payment Bond. To the TOWN OF FARRAGUT and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of _____ _____ ($_____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the TOWN OF FARRAGUT in the full contract amount of _____ _____ ($_____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

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

SAMPLE

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1: _____

By:_____

Date: _____

Printed Name and Title_____

(For Joint Venture) Principal/Contractor 2:_____

By:_____

Date: _____

Printed Name and Title:_____

Surety 1:	**Surety 2:**
By:	By:
Attorney-in-Fact	Attorney-in-Fact
Printed Name	Printed Name
Agency Name	Agency Name
Street Address	Street Address
City/State/Zip	City/State/Zip

SAMPLE

(Seal) (Seal)

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

For Surety 1:	**For Surety 2:**
Name	Name
Address	Address
City	City
State/Zip	State/Zip
Phone Number	Phone Number
Fax Number	Fax Number

SAMPLE

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & BID CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

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

[ ] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

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

BID CERTIFICATION:

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

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

Project Name:**2026-16 McFee Dog Park** Date: _____

Name of Bidder's Company: _____

Signature of Responsible Bidder: _____

Notary's Signature: _____

Notary Seal

DRUG-FREE WORKPLACE AFFIDAVIT

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 _____, County of _____

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 AFFIDAVIT

_____, being first duly sworn, deposes and says that:

(1) He/She is the _____ of _____, the firm that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other firm, or to secure through any collusion,conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and

(5) The Bid of service outlined in the Bidis fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

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: _____

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 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: _____



STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

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

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

1) In compliance with, or adherence to, calls for a boycott of Israel, or

2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	**Date**
Printed Name	**Phone Number / Email Address**



STATE OF TENNESSEE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSBILITY MATTERS

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

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

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

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

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

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

Signature of Authorized Representative	**Date**
Printed Name	**Phone Number / Email Address**

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



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative	**Date**
Printed Name and Title	**Phone Number / Email Address**

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

Ethnicity	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_____



STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

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

Currently, the list is available online at the following website:
https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

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.I. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.
_____further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

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

Declaration of Administrative Head

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

_____ _____

Administrative Head Date

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (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.

(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 assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, termination, transfer, upgrade, working conditions and selection for training to include apprenticeship, pre- apprenticeship and on-the-job training.

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

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

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

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

EEO Officer Name: _____ Address/Office

Location: _____ Telephone #

_____ _____

(Signature of Company Head) (Date)

Dog Park at **MCFEE** 917 MCFEE ROAD FARRAGUT, TN 37934

PERMIT PACKAGE
August 11, 2025

PROJECT DATA

DESIGNER / LANDSCAPE ARCHITECT:

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:

TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROPERTY INFORMATION:

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

UTILITY PROVIDERS:

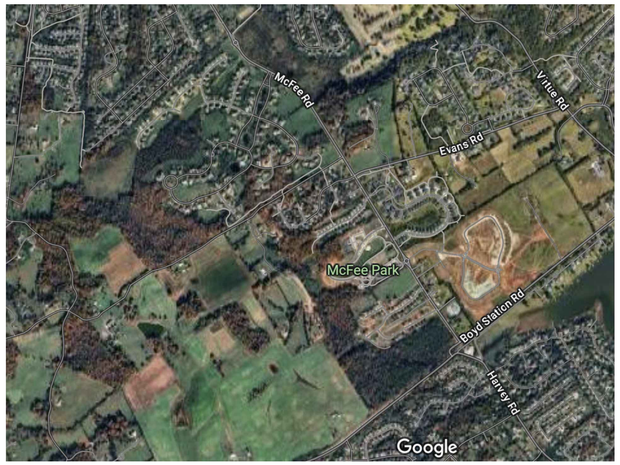
ELECTRIC:	LCUB (LENOIR CITY UTILITY BOARD) 865-687-5282
WATER:	FUD (FIRST UTILITY DISTRICT) 865-956-9711
SEWER:	FUD (FIRST UTILITY DISTRICT) 865-956-9711
GAS:	KUB (KNOXVILLE UTILITY BOARD) 865-524-2911
CABLE/: INTERNET	TDS TELECOM 865-571-6662 CHARTER COMMUNICATIONS 865-406-7063

CODES / DESIGN STANDARDS:

2018	INTERNATIONAL BUILDING / MECHANICAL CODE
2017	NFPA 70 NATIONAL ELECTRIC CODE
2018	INTERNATIONAL FIRE / PLUMBING/ ENERGY CONSERVATION CODE
2010	AMERICANS WITH DISABILITY ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN
2018	NFPA 101 LIFE SAFETY CODE
2017	AMERICAN NATIONAL STANDARD (ANSI)

TOWN OF FARRAGUT TN - ZONING ORDINANCE (OS)

SITE LOCATION MAP



DRAWING INDEX

C.00 COVER SHEET INDEX
C.01 GENERAL NOTES
C.02 EXISTING CONDITIONS
C.10 SITE PLAN
C.20 ENLARGED SITE PLAN
C.30 SITE DETAILS
C.31 SITE DETAILS
C.32 SITE DETAILS
G.10 GRADING PLAN
G.20 ENLARGED GRADING PLAN
L.10 LANDSCAPE PLAN (ADD ALTERNATE #2)
L.20 ENLARGED LANDSCAPE PLAN (ADD ALTERNATE #2)
L.30 LANDSCAPE DETAILS (ADD ALTERNATE #2)
L.31 LANDSCAPE DETAILS (ADD ALTERNATE #2)
U.10 UTILITY PLAN

Tennessee Local Parks & Recreation Fund LPRF Local State
A Cooperative Effort

LPRF LOCAL PARKS AND RECREATION FUND GRANT

A PORTION OF THIS PROJECT IS FUNDED BY A GRANT FROM THE LOCAL PARK AND RECREATION FUND (LPRF) WHICH IS ADMINISTERED BY THE OFFICE OF OUTDOOR RECREATION - A DIVISION OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC).

ADA COMPLIANCE
ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) WITH ADA ACCESSIBLE CONSTRUCTION SHALL MEETING THE FOLLOWING:

- RUNNING SLOPES ON ADA ACCESS PATHS NOT TO EXCEED 5% WITHOUT A HANDRAIL.
- RUNNING SLOPES ON ADA ACCESS PATHS BETWEEN 5% AND 8% REQUIRE HANDRAILS.
- CROSS SLOPES ON ADA ACCESS PATHS NOT TO EXCEED 2%.
- PLAZAS SHALL NOT EXCEED A MAX SLOPE OF 2% IN ALL DIRECTIONS.
- ADA PARKING SPACES SHALL NOT EXCEED A MAX SLOPE OF 2% IN ALL DIRECTIONS.

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 378 — 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

Dog Park at **MCFEE** 917 MCFEE ROAD
FARRAGUT, TN

cover**SHEET INDEX**

BID SET

DATE:
7/7/2025
8/11/2025 - ADA NOTES

DRAWN BY: DB CHECKED BY: DB

cover
SHEET INDEX

C.00
SHEET 1 OF 15

CANOPY LAND DESIGN

GENERAL NOTES:

- THE CONTRACTOR IS TO CHECK AND VERIFY ALL MEASUREMENTS, DIMENSIONS, LEVELS, PLAN ELEVATIONS, INVERTS, ETC. BEFORE ORDERING MATERIALS AND PROCEEDING WITH THE WORK, AND IS TO BE RESPONSIBLE FOR THE SAME. REMEDIAL WORK RESULTING FROM LACK OF VERIFICATION WILL BE AT CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND/OR PHYSICAL DEMARCATION DURING CONSTRUCTION AND SHALL BEAR THE COST OF REPLACEMENT.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT PLANS, SPECIFICATIONS AND REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY. SOILS REPORTS AND RECOMMENDATIONS ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE. THE CONTRACTOR SHALL NOTIFY THE OWNER/PROJECT MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT AND PLANS, ETC.
- CARE SHALL BE TAKEN TO PROTECT ANY UTILITY, TREES, STRUCTURES ETC. NOTED TO REMAIN AND NOT TO BE DISTURBED BY THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO SUCH PROPERTY.
- THE SITE SURVEY (BY OTHERS) SHALL BE CONSIDERED A PART OF THESE PLANS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR LOCATING IMPROVEMENTS PER THESE PLANS AND SHALL NOTIFY CANOPY LAND DESIGN IF SURVEY FEATURES VARY FROM DESIGN PLANS.
- UPON RECEIPT OF POINT COORDINATE DATA FROM SURVEYOR, THE CONTRACTOR SHALL RUN AN INDEPENDENT VERTICAL CONTROL TRAVERSE TO CHECK BENCHMARKS AND A HORIZONTAL CONTROL TRAVERSE THROUGH GIVEN POINTS TO CONFIRM GEOMETRIC DATA AND NOTIFY OWNER/ENGINEER/SURVEYOR OF ANY DISCREPANCIES PRIOR TO ANY CONSTRUCTION
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THE PLAN ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONSTRUCTION ACTIVITIES
- PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES INCLUDING LOCAL, STATE, FEDERAL OR OTHERWISE REQUIRED FOR CONSTRUCTION.
- THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS AND PAY ALL LEGAL FEES. HE/SHE SHALL ALSO COMPLY WITH ALL CITY, COUNTY AND STATE BUILDING LAWS, ORDINANCES OR REGULATIONS RELATING TO SIDEWALKS, STREETS, WATER MAINS, SEWERS, BLASTING, PUBLIC STRUCTURES, ETC.
10. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE WORK IS ENTIRELY AT THE CONTRACTOR'S RISK UNTIL SITE IS ACCEPTED, AND THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR SITE PROTECTION OF THE PROJECT AND CONTROL OF PUBLIC SAFETY. CONTRACTOR WILL INDEMNIFY THE OWNER AND CANOPY LAND DESIGN FROM LIABILITY AT THE SITE THROUGHOUT THE CONSTRUCTION PROCESS.
11. ALL DIMENSIONS, GRADES, FEATURES AND UTILITY LOCATIONS SHOWN ARE BASED ON BASE INFORMATION OR SITE SURVEY PROVIDED BY OTHERS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER/ LANDSCAPE ARCHITECT/PROJECT MANAGER OF DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO INFORMATION SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
12. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE WORK AND THE PUBLIC, INCLUDING BARRICADES, WARNING SIGNS, LIGHTS OR OTHER DEVICES SOLELY AT THE DETERMINATION OF THE CONTRACTOR
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PREMISES, OR INJURIES TO THE PUBLIC DURING THE CONSTRUCTION OF THE WORK, WHETHER CAUSED BY THE CONTRACTOR OR SUBCONTRACTORS.
14. ALL PAY ITEMS HAVE BEEN EXPLICITLY SET FORTH IN THE PROPOSAL, ALL OTHER ITEMS OF COST ARE TO BE INCLUDED IN THE PRICE OF THE ITEMS ACTUALLY BID UPON.
15. ALL WORK WITHIN THE RIGHTS OF WAY SHALL BE IN ACCORDANCE WITH THE GOVERNING JURISDICTION AND THEIR SPECIFICATIONS.
16. THE CONTRACTOR SHALL PROVIDE SUCH BRACING, SHEETING AND SHORING, BLASTING PROTECTION, WARNING LIGHTS AND BARRICADES, ETC. AS MAY BE NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY FOR EMPLOYEES AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY STATUTES AND RULES REQUIRING CERTAIN PROTECTIVE PERSONAL APPAREL SUCH AS HARD HATS, EAR PLUGS, EYE SHIELDS, PROTECTIVE SHOES, ETC. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY OR LIABILITY FOR ACTIONS TAKEN BY THE CONTRACTOR WHICH ENDANGER LIFE OR PROPERTY.
17. THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL EXPLORATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY TO PERMIT VERIFICATION OF THE CONDITIONS AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLAN AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING AS REQUIRED ABOVE, OF SUCH DIFFERING CONDITIONS.
18. ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE LAND OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS AND ANTIQUITIES.
19. ALL SURPLUS EXCAVATION SHALL BE PLACED ON-SITE IN A LOCATION DESIGNATED BY OWNER. CONTRACTOR CAN RECCOMEND LOCATIONS BUT THE FINAL LOCATION SHALL BE DESIGNATED BY OWNER/LANDSCAPE ARCHITECT/PROJECT MANAGER.
20. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND PROJECT REPRESENTATIVE PRIOR TO PERFORMING WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATING TO THE AREA.
21. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. DAILY, AND MORE OFTEN IF NECESSARY, INSPECT & AND PICK UP ALL SCRAP, DEBRIS, & WASTE MATERIAL.
22. THE CONTRACTOR SHALL PROVIDE PROTECTION TO ALL FINISHED WORK. MAINTAIN SURFACES CLEAN, UNMARRED, AND SUITABLY PROTECTED UNTIL FINAL ACCEPTANCE BY OWNER.
23. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL CLEAN THE PAVED AREAS PRIOR TO REMOVAL OF TEMPORARY SEDIMENT CONTROLS, AS DIRECTED BY THE OWNER AND/OR CONSTRUCTION/PROJECT MANAGER. IF POWER WASHING IS USED, NO SEDIMENT LADEN WATER SHALL BE WASHED INTO THE STORM SYSTEM. ALL SEDIMENT LADEN MATERIAL ON PAVEMENT OR WITHIN THE STORM SYSTEM SHALL BE COLLECTED AND REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.
24. CONTRACTOR SHALL AT ALL TIMES ENSURE THAT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MEASURES PROTECTING EXISTING DRAINAGE FACILITIES BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY PHASE OF THE SITE CONSTRUCTION OR LAND ALTERATION.
25. THE CONTRACTOR SHALL COORDINATE ALL ROAD CLOSURES, EXCAVATIONS, ETC. WITH LOCAL JURISDICTIONS. ALL TEMPORARY LANE CLOSURES, EXCAVATIONS, BORINGS, TRAFFIC CONTROL, ETC. SHALL BE DONE IN COMPLIANCE WITH LOCAL REQUIREMENTS AT THE COST OF THE CONTRACTOR.
26. THE CONTRACTOR SHALL PERFORM ALL QUANTITY TAKEOFFS REQUIRED FOR BIDDING AND CONSTRUCTION OF THIS PROJECT. CANOPY LAND DESIGN ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR QUANTITY TAKEOFFS SHOWN/PROVIDED/PERFORMED FOR THIS PROJECT.

DEMOLITION

- DEMOLITION INCLUDES THE FOLLOWING WITHIN THE PROPERTY LINES:
1.1. TRANSFER BENCHMARK CONTROL TO NEW LOCATIONS OUTSIDE THE DISTURBED AREA PRIOR TO COMMENCING DEMOLITION OPERATIONS (WHEN APPLICABLE).
1.2. PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT OWNER'S PERSONNEL AND GENERAL PUBLIC FROM INJURY DUE TO DEMOLITION WORK.
1.3. DEMOLITION AND REMOVAL OF SITE IMPROVEMENTS AS SHOWN / REQUIRED FOR PROPOSED SITE PLAN CONSTRUCTION
1.4. DISCONNECTING, CAPPING OR SEALING, AND ABANDONING/REMOVING SITE UTILITIES IN PLACE (WHICHEVER IS APPLICABLE).
- ALL DEMOLISHED MATERIALS (EXCLUDING FOREIGN ITEMS AS LISTED IN 'GENERAL') BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED BY THE OWNER'S REP. DISPOSE OF OFF THE OWNER'S PROPERTY AT NO ADDITIONAL COST.
- ALL PAVEMENT, BASE COURSES, SIDEWALKS, CURBS, ETC., THAT ARE REMOVED SHALL BE REMOVED TO FULL DEPTH. ALL PAVEMENT, SIDEWALK, AND CURB SHALL BE SAW CUT IN ORDER TO OBTAIN NEAT LINES AND SMOOTH TRANSITIONS TO NEW SURFACES.
- ALL ITEMS OF CONSTRUCTION REMAINING AND NOT SPECIFICALLY MENTIONED THAT INTERFERES WITH THE NEW CONSTRUCTION SHALL BE REMOVED AS DIRECTED BY THE OWNERS REPRESENTATIVE AT NO ADDITIONAL COST.
- CONTRACTOR SHALL PROVIDE PROTECTION TO ALL STREETS, TREES, UTILITIES, AND STRUCTURES THAT ARE TO REMAIN. CONTRACTOR-CAUSED DAMAGE WILL BE REPAIRED TO LOCAL/CITY/STATE STANDARDS AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
- NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR DEMOLITION PURPOSES AND ONLY WITH PRIOR APPROVAL FROM THE OWNER'S REPRESENTATIVE
- OBTAIN APPROVED BORROW SOIL MATERIALS OFF-SITE.
- STORAGE OR SALE OF REMOVED ITEMS OR MATERIALS ON-SITE WILL NOT BE PERMITTED.
10. DO NOT START DEMOLITION WORK UNTIL UTILITY DISCONNECTING AND SEALING HAVE BEEN COMPLETED AND VERIFIED IN WRITING.
11. REMOVE: REMOVE AND LEGALLY DISPOSE OF ITEMS EXCEPT THOSE INDICATED TO BE REINSTALLED, SALVAGED, OR TO REMAIN.
12. REMOVE, REINSTALL, AND RELOCATE: REMOVE ITEMS INDICATED; CLEAN, SERVICE, AND OTHERWISE PREPARE THEM FOR REUSE; STORE AND PROTECT AGAINST DAMAGE. REINSTALL ITEMS IN LOCATIONS INDICATED
13. EXISTING TO REMAIN: PROTECT ITEMS INDICATED TO REMAIN AGAINST DAMAGE AND SOILING THROUGHOUT CONSTRUCTION. WHEN PERMITTED BY THE OWNER/REPRESENTATIVE, ITEMS MAY BE REMOVED TO A SUITABLE, PROTECTED STORAGE LOCATION THROUGHOUT CONSTRUCTION AND THEN CLEANED AND REINSTALLED IN THEIR ORIGINAL LOCATIONS.
14. REGULATORY REQUIREMENTS: COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE STARTING DEMOLITION. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
15. CONTRACTOR SHALL SCHEDULE DEMOLITION ACTIVITIES WITH THE CONSTRUCTION/PROJECT MANAGER INCLUDING THE FOLLOWING:
15.1. DETAILED SEQUENCE OF DEMOLITION AND REMOVAL WORK, INCLUSIVE OF STARTING AND ENDING DATES FOR EACH ACTIVITY.
15.2. DATES FOR SHUTOFF, CAPPING, AND CONTINUATION OF UTILITY SERVICES.
15.3. IDENTIFY AND ACCURATELY LOCATE UTILITIES AND OTHER SUBSURFACE STRUCTURAL, ELECTRICAL, OR MECHANICAL CONDITIONS.
16. MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN IN SERVICE AND PROTECT TEM AGAINST DAMAGE THROUGHOUT CONSTRUCTION OPERATIONS.
16.1. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY ENGINEER AND AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO OWNER AND TO GOVERNING AUTHORITIES.
17. UTILITY REQUIREMENTS: LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES SERVING THE SITE.
17.1. ARRANGE TO SHUT OFF AND CAP UTILITIES WITH UTILITY COMPANIES AND FOLLOW THEIR RESPECTIVE UTILITY KILL AND CAP POLICIES.
17.2. ALL EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE TO BE VERIFIED BY CONTRACTOR. CANOPY LAND DESIGN DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES INDICATED ON THE CONSTRUCTION DOCUMENTS. VERIFY LOCATION OF EXISTING UTILITIES AND EXERCISE EVERY PRECAUTION WHEN WORKING ON OR NEAR THESE AREAS TO AVOID DAMAGE TO THESE EXISTING FACILITIES. UTILITY LINES MAY BE ENCOUNTERED IN EXCAVATION THAT WERE NOT KNOWN OR SHOWN TO EXIST, SO CAUTION SHALL BE TAKEN IN ALL EXCAVATIONS. ACTIVE OR INACTIVE UTILITIES ENCOUNTERED BY THE CONTRACTOR SHALL BE HANDLED IN ACCORDANCE WITH THE REQUIREMENTS OR THE UTILITY COMPANIES
18. CONDUCT DEMOLITION OPERATIONS TO PREVENT INURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA
19. EXPLOSIVES: USE OF EXPLOSIVES WILL NOT BE PERMITTED.
20. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
21. CLEAN ADJACENT BUILDINGS AND IMPROVEMENT OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
22. DAMAGES: PROMPTLY REPAIR DAMAGES TO ADJACENT FACILITIES CAUSED BY DEMOLITION OPERATIONS AT THE CONTRACTORS COST.
23. GENERAL: PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.
24. BURNING: DO NOT BURN DEMOLISHED MATERIALS.
25. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH EXISTING FACILITIES.
25.1. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED BY GOVERNING REGULATIONS.
25.2. PROVIDE TEMPORARY PROTECTION, FENCES, BARRICADES PER LOCAL/CITY/STATE REGULATIONS AND REQUIREMENTS TO EXISTING SITE IMPROVEMENTS AND APPURTENANCES TO REMAIN. PROVIDE COVERINGS OR OTHER SITE PROTECTIONS TO PRESERVE EXISTING ITEMS INDICATED TO REMAIN AND TO PREVENT INJURY OR DAMAGE TO SITE USERS OR PROPERTY. APPLY SAME PROTECTIONS TO ADJACENT PROPERTIES AS REQUIRED.

UTILITY LINE LEGEND:

- OH — OVERHEAD ELECTRIC
- UE — UNDERGROUND ELECTRIC
- G — GAS
- W — WATER
- SW — STORMWATER
- SS — SANITARY SEWER
- BENCHMARK
- FIRE HYDRANT
- POWER POLE
- GUY WIRE

CLEARING & GRUBBING

- DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION LINES INDICATED ON THE PLANS.
- ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE CROSSED BY HEAVY EQUIPMENT OR USED FOR STORING HEAVY EQUIPMENT OR MATERIALS.
- NO EQUIPMENT SHALL BE STORED UNDER THE DRIP LINE OF TREES TO REMAIN.
- DO NOT FALL ANY TREES OR PUSH PILES OF DEBRIS AGAINST TREES TO REMAIN.
- REMOVE ALL STUMPS, ROCKS, ASPHALT & CONCRETE DEBRIS, ETC. WITHIN CLEARING LIMITS AND DISPOSE OFF SITE IN ACCORDANCE WITH LOCAL, STATE, & FEDERAL REGULATIONS
- CONTACT ALL UTILITY AUTHORITIES WHO HAVE LINES WITHIN THE CLEARING AND GRUBBING LIMITS BEFORE STARTING WORK.
- ALL EROSION CONTROL SEDIMENT BARRIERS, SILT FENCES, AND TREE PROTECTION DEVICES SHALL BE INSTALLED PRIOR TO STARTING CLEARING AND GRUBBING OPERATIONS
- CONTRACTOR TO STAKE TRAIL CENTERLINES (WHEN APPROPRIATE) & LIMITS OF CLEARING FOR REVIEW BY LOSE DESIGN PRIOR TO BEGINNING CLEARING OPERATIONS; TREES WITHIN GRADING LIMITS TO BE SAVED WILL BE IDENTIFIED BY THE OWNER'S REPRESENTATIVE. FIELD CHANGES TO GRADING PLANS SHALL BE MADE FOR SMOOTH TRANSITION OF GRADES AROUND ALL TREES.
- SEE SPECIFICATIONS FOR TREE CLEARING REQUIREMENTS AND PENALTIES FOR DAMAGES TO TREES DESIGNATED TO REMAIN
10. ALL CLEARING SHALL BE LIMITED TO AREAS TO BE GRADED WITHIN 14 CALENDAR DAYS PER STATE PERMITS

EXISTING UTILITIES

- UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER/CANOPY LAND DESIGN OR THEIR REPRESENTATIVES. BEFORE YOU DIG CALL 811 TO HAVE EXISTING UTILITIES MARKED AND VERIFIED.
- THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN
- CANOPY LAND DESIGN ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE BASE SURVEY INFORMATION PROVIDED BY OTHERS.

DEVELOPMENT

- NOTIFY OWNER AND CANOPY LAND DESIGN AT 50, 90, AND 100 PERCENT COMPLETION OF EVERY PHASE OF CONSTRUCTION.
- ALL BUFFERS AND TREE SAVE AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
- ALL CONSTRUCTION TO COMPLY WITH LOCAL/COUNTY ZONING AND CODES STANDARDS AND STATE OF TENNESSEE STORMWATER REGULATIONS.

GRADING

- TOPSOIL SHALL BE STORED ON SITE IN LOCATIONS APPROVED BY THE OWNERS REPRESENTATIVE AND OUTSIDE AREAS PRONE TO FLOODING. DRAINAGE SHALL ROUTE AROUND THESE TOPSOIL STOCKPILES FOR THE DURATION OF THE GRADING OPERATIONS. EROSION CONTROL MEASURES SHALL PREVENT LOSS OF TOPSOIL MATERIAL.
- UNSUITABLE SOILS SHALL BE UNIFORMLY SPREAD ACROSS NON-STRUCTURAL FILL AREAS, COVERED WITH TOPSOIL, AND VEGETATED PER DRAWINGS.
- FILL AREAS SHALL BE PROOF-ROLLED WITH RUBBER-TIRED EQUIPMENT WITH A MINIMUM WEIGHT OF FIFTEEN TONS PRIOR TO BEGINNING FILL OPERATION. AREAS WHICH ARE SOFT OR UNSTABLE SHALL BE UNDERCUT UNTIL STABLE SOILS ARE FOUND. RECOMPACTION OF THESE SOILS TO 98 PERCENT MAXIMUM DRY DENSITY (AS PER ASTM D698 STANDARD PROCTOR) WILL BE ALLOWED, UNDER THE DIRECTION OF A QUALIFIED SOILS ENGINEER
- CUT AREA SHALL BE PROOF-ROLLED AFTER FINAL SUBGRADE IS ACHIEVED IN THE SAME MANNER AS FILLED AREAS. SOFT OR UNSTABLE SOILS SHALL BE SCARIFIED TO A DEPTH OF 12" AND RECOMPACTED TO 98 PERCENT MAXIMUM DRY DENSITY AS PER ASTM D698 (STANDARD PROCTOR).
- CONFIRMATION OF ALL COMPACTION REQUIREMENTS SHALL BE CONFIRMED BY A QUALIFIED SOILS ENGINEER. SEE SPECIFICATION FOR SOIL COMPACTION RATES.
- ALL FILL AREAS SHALL BE RAISED IN LIFTS NOT EXCEEDING 6 INCHES.
- ALL AREAS WILL BE GRADED TO PROVIDE PROPER DRAINAGE AND PREVENT STANDING WATER.
- ELEVATIONS SHOWN ON THE PLANS IS THE FINISH GRADE ELEVATION.
- GRADING SHALL BE SEQUENCED SO THAT BASE STONE IS PLACED WITHIN 14 CALENDAR DAYS OF ACHIEVING OPTIMUM SUBGRADE COMPACTION.
10. ALL GRADING OPERATIONS SHALL BE COMPLETED IN COMPLIANCE OF CITY, COUNTY, AND STATE LAND DISTURBANCE PERMITS AS REQUIRED

LAYOUT

- ALL LAYOUT MEASUREMENTS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- COORDINATE POINTS SHOWN ARE TAKEN FROM BASE INFORMATION PROVIDED BY OTHERS. CONTRACTOR SHALL CROSS CHECK BETWEEN COORDINATE LAYOUT AND PLAN DIMENSIONS PRIOR TO COMMENCING WORK.
- CANOPY LAND DESIGN, ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE BASE INFORMATION AS PROVIDED. CONTRACTOR IS TO VERIFY ALL BASE INFORMATION AS NECESSARY AND TO ADVISE THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO ANY LAYOUT WORK
- ALL WORK SHALL BE COMPLETED TO THE LEVEL INDICATED BY THE SCOPE OF WORK LISTED IN THE BID DOCUMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL DAMAGED AND/OR DISTURBED MONUMENTS, STAKES, ETC.
- CONTRACTOR SHALL NOT SCALE DRAWINGS. CONTRACTOR SHALL USE DIMENSION, COORDINATES, AND OTHER INFORMATION PROVIDED ON LAYOUT PLANS.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING REQUIRED ON THE PROJECT. THE CONTRACTOR SHALL VERIFY THAT NO CONFLICTS EXIST BETWEEN EXISTING FACILITIES AND PROPOSED FACILITIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES
- CONTRACTOR SHALL NOTIFY CANOPY LAND DESIGN WITHIN 24 HOURS OF ANY LAYOUT DISCREPANCIES PRIOR TO PROCEEDING WITH WORK. ALL ADDITIONAL COSTS, INCLUDING BUT NOT LIMITED TO REMEDIAL CONSTRUCTION, ADDITIONAL SITE VISITS, OR PROFESSIONAL SERVICES AND FEES, ETC., INCURRED DUE TO THE FAILURE TO FOLLOW THIS PROCEDURE WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE ADEQUATE LAYOUT INFORMATION TO DEMONSTRATE, TO THE MAXIMUM EXTENT PRACTICAL, THAT NO CONFLICTS BETWEEN VARIOUS TRADES EXIST.
10. DRAINAGE STRUCTURES ARE SHOWN TO INDICATE CASTING TYPE AND LOCATION. CONTRACTOR SHALL STAKE PROPOSED PAVING, STRUCTURES, CURBS, ETC. TO ENSURE DRAINAGE STRUCTURES ARE PLACED TO AVOID CONFLICTS. DRAINAGE STRUCTURES ARE NOT DRAWN TO SCALE.

ADA REQUIREMENTS

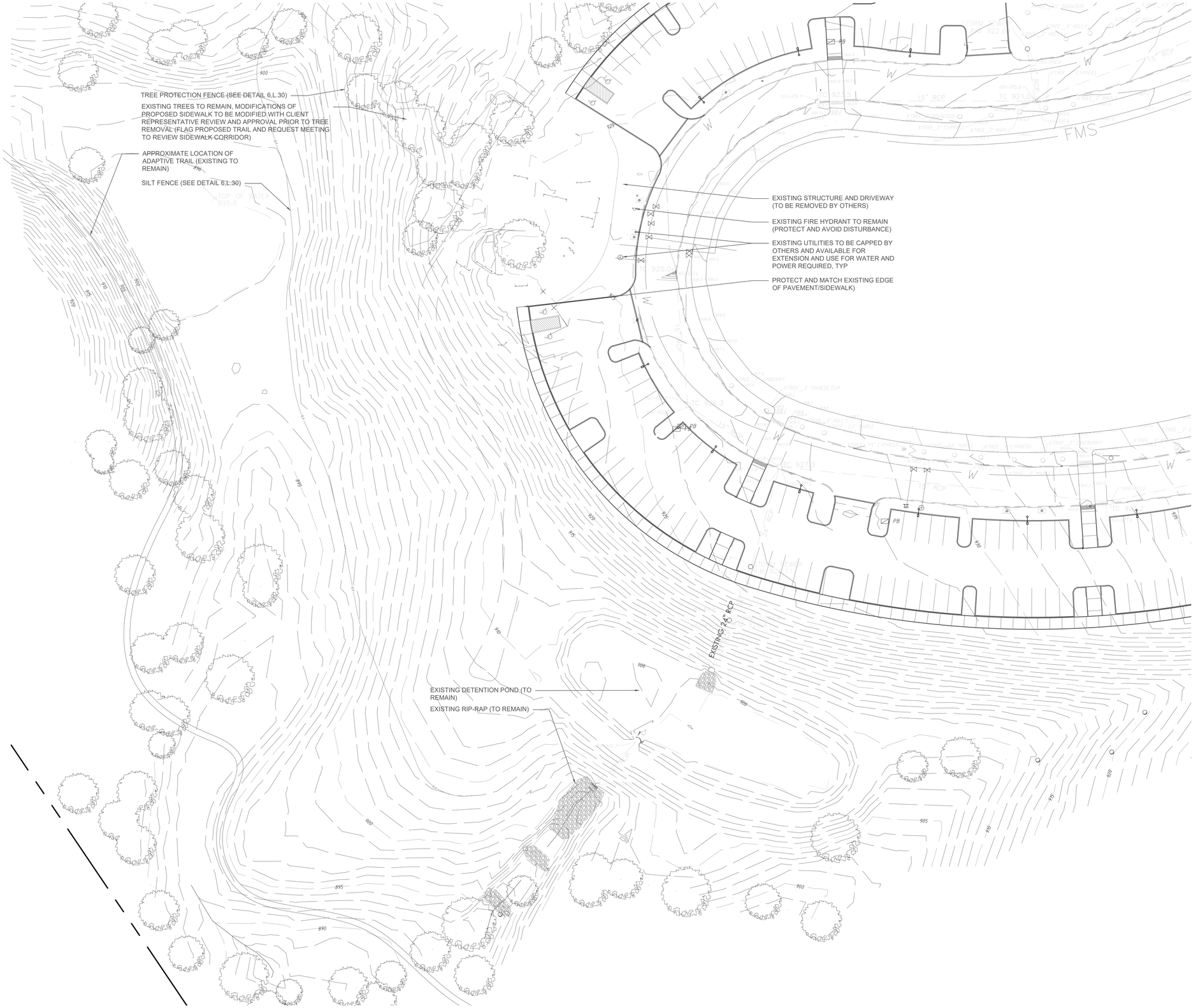
- ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ("ADA") AND ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD, FEDERAL REGISTER 36CFR PARTS 1190 AND 1191, ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES; ARCHITECTURAL BARRIERS ACT (ABA) ACCESSIBILITY GUIDELINES
- CONTRACTOR TO COORDINATE ALL INSPECTIONS AS REQUIRED BY TE LOCAL ADA COMPLIANCE OFFICE, STATE/CITY INSPECTOR OR TDEC OUTDOOR RECREATION STAFF (IF REQUIRED BY GRANT OR PROJECT SCOPE OF WORK).
- AT ALL INTERSECTION OF TRAILS, SIDEWALKS, PLAZAS, AND OTHER INSTANCES WHERE 90 DEGREE TURNS CAN TAKE PLACE, THE MAX. SLOPE IN ALL DIRECTIONS IS 2% MAX, RUNNING SLOPES OF ALL LINEAR SIDEWALKS SHALL BE 5% MAX WITH A 2% CROSS-SLOPE MAX. ALL ADA RAMPS SHALL HAVE A 1:12 (8.33% SLOPE) MAX, WITH CROSS SLOPE NOT TO EXCEED 2%. HANDRAILS WITH BOTTOM RAILS ARE REQUIRED AND SHALL BE INSTALLED PER CURRENT ADA CLEARANCE AND DIMENSION GUIDELINES

TREE PROTECTION / REMOVAL

- EXISTING TREES ON-SITE TO BE REMOVED HAVE BEEN MARKED ON THE SITE PLANS WITH AN "X" OR HATCH PATTERN. ONLY THOSE MARKED TREES SHALL BE REMOVED. CONTRACTOR SHALL PROCEED WITH THE FOLLOWING FOR TREES TO BE REMOVED ONLY:
1.1. REMOVE THE TOP OF ALL TREES INCLUDING BRANCHES AND TRUNK IN AN ORGANIZED AND SAFE MATTER BEING CAREFUL NOT TO DAMAGE ANY TREES TO REMAIN OR OTHER SITE FEATURES.
1.2. ALL STUMPS OF TREES BEING REMOVED SHALL BE COMPLETELY EXCAVATED AND REMOVED. ALL EXCAVATED HOLES, FROM REMOVAL OF TREE ROOTS, REMAINING ON-SITE SHALL BE REMEDIATED WITH ENGINEERED FILL AND COMPACTED TO MEET SPECIFICATIONS.
1.3. ALL TREE WASTE, INCLUDING LIMBS, BRANCHES, TRUNKS, ROOTS OR OTHER, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF IN A LEGAL MANNER OR CHIPPED AND USED FOR EROSION CONTROL MEASURES IF APPROVED BY OWNER/PROJECT MANAGER.
- ALL TREES THAT HAVE NOT BEEN MARKED ON THESE PLANS WITH AN "X" SHALL BE PROTECTED ON SITE DURING CONSTRUCTION FROM ANY AND ALL DAMAGE. CONTRACTOR SHALL PROCEED WITH THE FOLLOW FOR TREES TO BE PROTECTED ONLY:
2.1. ALL PROTECTED TREES THAT ARE LOCATED NEAR OR WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED BY TREE PROTECTION FENCING PER DETAILS.
2.2. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY PROTECTED TREES THAT ARE DAMAGED DURING CONSTRUCTION
2.3. IF PROTECTED TREES ARE LOCATED WITHIN THE LIMITS OF CONSTRUCTION, THEY MUST BE PROTECTED DURING SITE CONSTRUCTION
2.4. IF GRADING, EXCAVATION OR PAVING IS SHOWN TO OCCUR NEAR THE PROTECTED TREE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING WITH A LOCAL ARBORIST FOR RECOMMENDATIONS ON TREE PROTECTION.
2.5. IF DISCREPANCIES OCCUR AND IT IS ANTICIPATED THAT THE PROTECTED TREES WILL BE DAMAGED DUE TO PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGNER IMMEDIATELY OF ANY CONFLICT.
2.6. THE CONTRACTOR SHALL ALSO SUBMIT RECOMMENDATIONS TO THE DESIGNER FROM THE ARBORIST FOR TREE PROTECTION MEASURES.
2.7. CONTRACTOR SHALL BE RESPONSIBLE FOR IN-FIELD COORDINATION WITH THE DESIGNER TO RESOLVE ANY CONFLICTS THAT MAY ARISE DUE TO PROTECTED TREES.
2.8. IF THE CONTRACTOR LOCATES TREES IN THE FIELD THAT ARE NOT SHOWN ON THESE PLANS OR THAT ARE MISLOCATED, THE CONTRACTOR SHALL NOTIFY THE DESIGNER FOR REVIEW OF THE TREE AND ITS LOCATION.
2.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH SUB-CONSULTANTS AND UTILITY PROVIDERS DURING CONSTRUCTION TO ENSURE THE PROTECTION OF THE TREES TO REMAIN.
..... IN THE EVENT OF UTILITY LINE ADJUSTMENTS, ADDITIONS OR RELOCATIONS, THE CONTRACTOR SHALL WORK WITH THE UTILITY PROVIDER AND INSTALLER TO ROUTE THE UTILITY LINES OUTSIDE OF THE TREE PROTECTION ZONE. IF THIS IS NOT POSSIBLE, RECOMMENDATIONS MUST BE OBTAINED FROM A LOCAL ARBORIST FOR REMEDIATION OPTIONS.
2.11. CONTRACTOR MUST SUBMIT ALL REPORTS OR RECOMMENDATIONS FOR TREE PRUNING OR ALTERING TO THE LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO RENDERING SERVICES.

ABBREVIATIONS:
*THESE ABBREVIATIONS ARE GENERAL;
INDIVIDUAL SHEETS MAY VARY

ASPH -	ASPHALT	PD -	PERFORATED DRAIN
@ -	AT	PL -	PROPERTY LINE
BOC -	BOT



TREE PRESERVATION NOTES:

1. CONSTRUCTION FENCING SHALL BE ERECTED WHEN OFF-SITE TREES OR TREE CANOPY EXISTS WITHIN 3' OF A COMMON PROPERTY LINE. FENCING SHALL BE IN PLACE PRIOR TO ANY GRADING OR CONSTRUCTION TO PROTECT THE EXISTING ROOT SYSTEMS FROM COMPACTION. THE FENCING SHALL ENCLOSE THE ENTIRE AREA BENEATH THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES ARE PERMITTED WITHIN THE PROTECTED AREA.
2. PRIOR TO SITE DISTURBANCE OR CONSTRUCTION ACTIVITIES A SITE INSPECTION BY LANDSCAPE ARCHITECT OR OWNER DESIGNEE SHALL BE SCHEDULED TO CONFIRM AND VERIFY THE TREE PRESERVATION/ PROTECTION FENCING AND SIGNAGE IS INSTALLED AND CORRECTLY PLACED.
3. THE CONTRACTOR SHALL POST SIGNAGE ON THE TREE PRESERVATION/ PROTECTION FENCING AND CONSTRUCTION FENCING IDENTIFYING THE ENCLOSED AREA AS TREE PRESERVATION/ PROTECTION AREA. THE SIGNS SHALL INCLUDE THE FOLLOWING TEXT: NO DISTURBANCE / TREE PRESERVATION / PROTECTION AREA
4. "NO EQUIPMENT, MATERIALS, OR VEHICLES SHALL BE STORED OR PLACED WITHIN THE AREA ENCLOSED BY THIS 'TREE PRESERVATION/PROTECTION' FENCE. THIS FENCE MAY NOT BE REMOVED WITHOUT THE WRITTEN APPROVAL OF A CITY/TOWN/COUNTY STAFF MEMBER. FAILURE TO COMPLY MAY RESULT IN FINES AND LABOR FOR TREE MITIGATION.
5. THE TREE PRESERVATION/ PROTECTION AREA SIGNAGE SHALL BE POSTED EVERY 50 FEET ALONG THE TREE PRESERVATION FENCE. THE SIGNS SHALL BE A MINIMUM SIZE OF 8" X 10" AND MADE OF DURABLE WEATHER RESISTANT MATERIALS (METAL/WOOD/HDPE) . IF THE SIGNS ARE DAMAGED OR FADE THEY SHALL BE REPLACED WITHIN 10 WORKING DAYS OR 2 WEEKS.
6. DURING ALL CONSTRUCTION ACTIVITY (INCLUDES CLEARING, GRADING, BUILDING CONSTRUCTION, AND LANDSCAPING) A COPY OF THE APPROVED TREE PRESERVATION PLAN SHALL BE ON-SITE.
7. AN AUTHORIZED INSPECTOR SHALL HAVE THE RIGHT TO ENTER ONTO ANY PROPERTY TO INSPECT THE HEALTH AND GENERAL CONDITION OF PLANT MATERIAL THAT IS; LOCATED IN THE RIGHT OF WAY; PART OF AN APPROVED DEVELOPMENT/LANDSCAPE PLAN; OR REPORTED AS A PUBLIC HAZARD.
8. TREE PROTECTION FENCING SHALL BE ERECTED ADJACENT TO ALL TPAS PRIOR TO SITE DISTURBANCE APPROVAL (CLEARING & GRADING PERMIT) TO PROTECT THE EXISTING TREE STANDS AND THEIR ROOT SYSTEMS, THE FENCING SHALL BE LOCATED AT LEAST THREE (3) FEET FROM THE OUTSIDE EDGE OF THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. WHEN TREES MUST BE REMOVED IN A TPA, THE FENCE SHALL BE RELOCATED TO PROTECT ALL REMAINING TREES WITHIN THAT TPA. WHEN A TREE MASS IS INCLUDED AS A TREE PROTECTION AREA, FENCING SHALL ONLY BE REQUIRED AT THE OUTER MOST PERIMETER OF THAT TREE MASS, THE FINAL BOUNDARY FOR EACH TPA SHALL BE ESTABLISHED IN THE FIELD TO INCLUDE CANOPY AREA OF ALL TREES PROTECTED. NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES ARE PERMITTED WITHIN TPAS BEYOND THAT ALLOWED FOR PRELIMINARY SITE INVESTIGATION WORK.
9. CLEARING, NECESSARY TO PROVIDE ACCESS FOR SURVEY WORK, ROCK SOUNDINGS OR OTHER USUAL AND CUSTOMARY SITE INVESTIGATIONS SHALL BE PERMITTED PRIOR TO SITE DISTURBANCE APPROVAL. PRELIMINARY SITE INVESTIGATIONS SHALL BE CAREFULLY PLANNED TO MINIMIZE THE AMOUNT OF CLEARING REQUIRED.

TREE CANOPY PROTECTION AREA (TCPA) :

1. TREE CANOPY PROTECTION AREAS (TCPAS) IDENTIFIED ON THIS PLAN REPRESENT INDIVIDUAL TREES AND/OR PORTIONS OF THE SITE DESIGNATED TO MEET THE CITY/TOWN/COUNTY TREE CANOPY PROTECTION REQUIREMENTS OF THE LAND DEVELOPMENT CODE AND ARE TO BE PERMANENTLY PROTECTED. ALL CLEARING, GRADING, AND FILL ACTIVITY IN THESE AREAS MUST BE IN KEEPING WITH RESTRICTIONS ESTABLISHED AT THE TIME OF PLAN APPROVAL.
2. IF TREES WITHIN THE TCPAS ARE LOST THROUGH ADVERSE CONSTRUCTION ACTIVITIES, NEW TREES SHALL BE PLANTED IN ORDER TO MAINTAIN MINIMUM TREE CANOPY AS SPECIFIED ON THE APPROVED DEVELOPMENT OR PRELIMINARY SUBDIVISION PLAT.
3. IF DIMENSION LINES HAVE BEEN USED ON THIS PLAN TO ESTABLISH THE GENERAL LOCATION OF TCPAS AND REPRESENT MINIMUM DISTANCES, THE FINAL BOUNDARY FOR EACH TCPA SHALL/MAY BE ESTABLISHED IN THE FIELD TO INCLUDE CANOPY AREA OF ALL TREES AT OR WITHIN THE DIMENSION LINE.
4. TREE PROTECTION FENCING SHALL BE ERECTED ADJACENT TO ALL TCPAS PRIOR TO SITE DISTURBANCE APPROVAL TO PROTECT THE EXISTING TREE STANDS AND THEIR ROOT SYSTEMS. THE FENCING SHALL BE LOCATED AT LEAST THREE (3) FEET FROM THE OUTSIDE EDGE OF THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED, NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES ARE PERMITTED WITHIN TCPAS.

PROPERTY INFORMATION:

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

UTILITY PROVIDERS:

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

CANOPY LAND DESIGN

0 1.5' 30' 60'

SCALE: 1"=30'-0"

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 371 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

Dog Park at MCFEE 917 MCFEE ROAD FARRAGUT, TN

existing CONDITIONS

BID SET

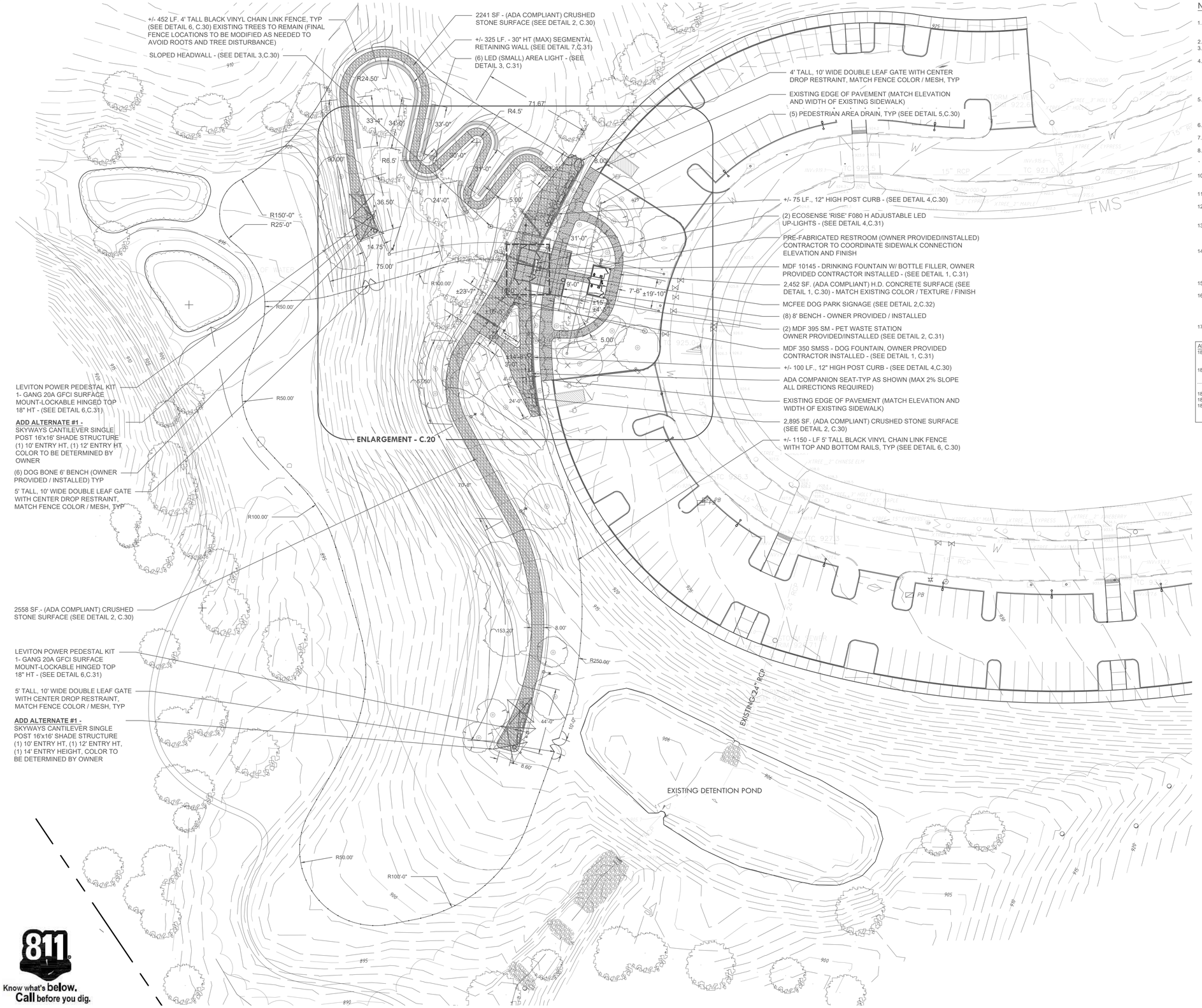
DATE: 7/7/2025
8/11/2025- ADA NOTES

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existing CONDITIONS

C.02

SHEET 3 OF 15



NOTES:

1. INSTALLATION OF ALL MATERIALS AND IMPROVEMENTS REQUIRED FOR ACCESS, ETC. TO BE COMPLETED IN ACCORDANCE WITH CITY/COUNTY/TOWN REGULATIONS AND CURRENT EDITION OF INTERNATIONAL BUILDING CODES AS REQUIRED.
2. PROPERTY IS ZONED (FAR-OSP)
3. REMOVAL OF TREES OR MODIFICATIONS TO THE STATE/COUNTY ROADWAY OR ROW OR SITE MAY REQUIRE ADDITIONAL APPROVAL AND COORDINATION WITH OTHERS.
4. ALL UTILITY, EXISTING STRUCTURE, TREES, EDGE OF ROADWAYS, ROW OR OTHER SURVEY AND BASE INFORMATION CONTAINED HEREIN WAS PROVIDED BY THE OWNER AND CONSIDERED CURRENT AT THE TIME OF PLAN DEVELOPMENT/DESIGN. CANOPY LAND DESIGN IS NOT RESPONSIBLE FOR INFORMATION PROVIDED BY OTHERS. CANOPY LAND DESIGN ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF INFORMATION PROVIDED¬
5. TOPOGRAPHY AND EXISTING CONDITIONS PROVIDED BY KGIS SHOULD BE FIELD VERIFIED BY CONTRACTOR/DEVELOPER PRIOR TO ANY GRADING OR CONSTRUCTION AS IT MAY VARY. CONTRACTOR SHALL NOTIFY OWNER/ARCHITECT OF ANY DISCREPANCIES PRIOR TO LAYOUT OR CONSTRUCTION¬
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14. CONTRACTOR SHALL NOTIFY CANOPY LAND DESIGN WITHIN 24 HOURS OF ANY LAYOUT/PLAN DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION. ALL ADDITIONAL COSTS INCLUDING BUT NOT LIMITED TO REMEDIAL CONSTRUCTION® ADDITIONAL SITE VISITS OR DESIGN SERVICES AND FEES INCURRED DUE TO FAILURE OF THIS PROCEDURE WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
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Know what's below. Call before you dig.

CANOPY LAND DESIGN

N

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SCALE: 1"=30'-0"

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 338 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2308

sitePLAN

Dog Park at **MCFEE** 917 MCFEE ROAD
FARRAGUT, TN

BID SET

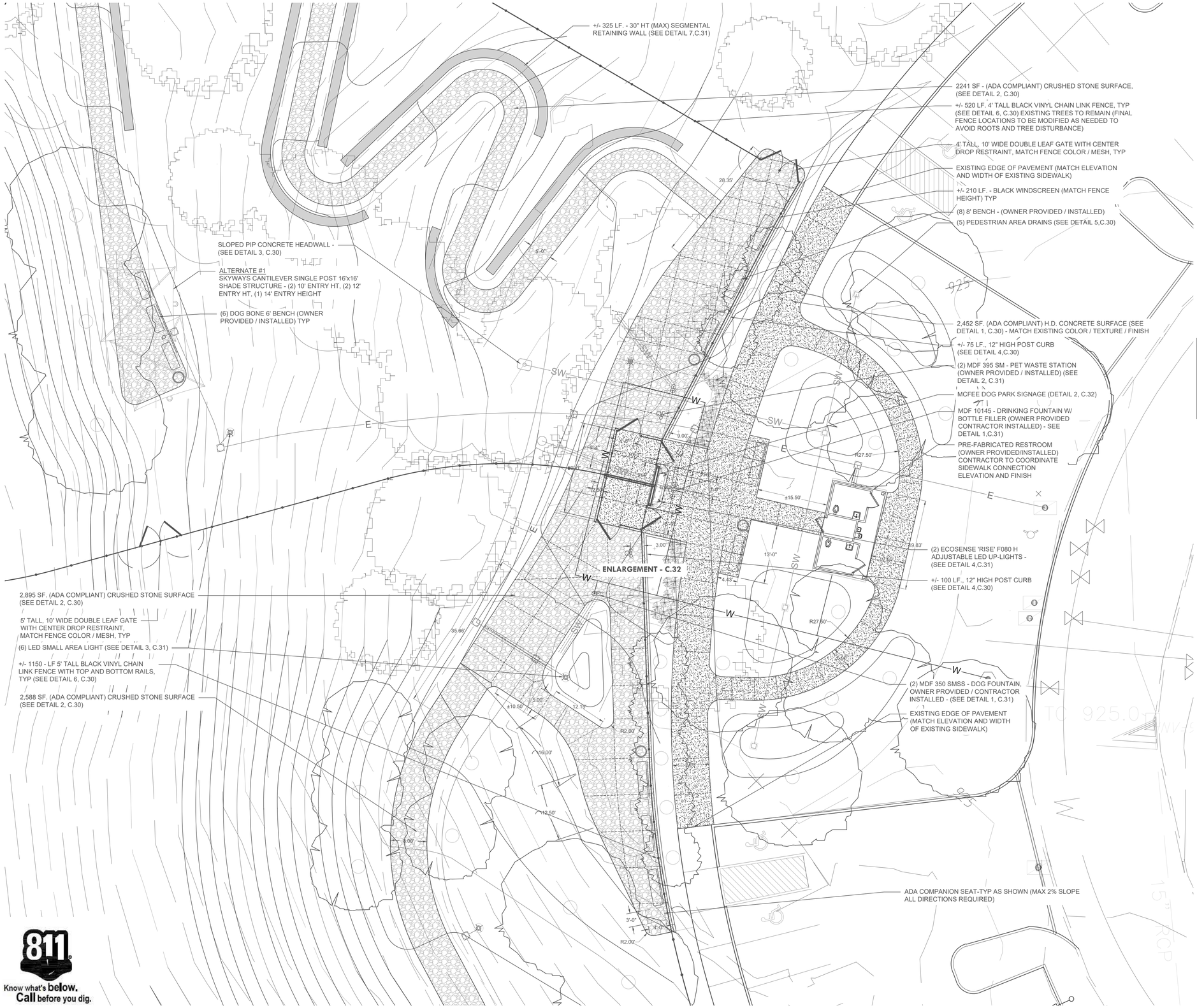
DATE: 7/2/2025
8/11/2025- ADA NOTES

DRAWN BY: DB CHECKED BY: DB

sitePLAN

C.10

SHEET 4 OF 15



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CABLE/ INTERNET	TDS TELECOM 865-571-6662 CHARTER COMMUNICATIONS 865-406-7063

Know what's below. Call before you dig.

CANOPY LAND DESIGN

0 5' 10' 20'

SCALE: 1"=10'-0"

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 371 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2308

sitePLAN

Dog Park at MCFEE 917 MCFEE ROAD FARRAGUT, TN

BID SET

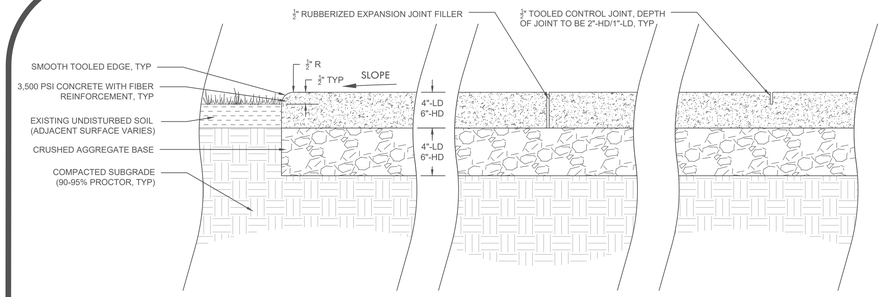
DATE:
7/22/2025
8/11/2025- ADA NOTES

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sitePLAN

C.20

SHEET 5 OF 15

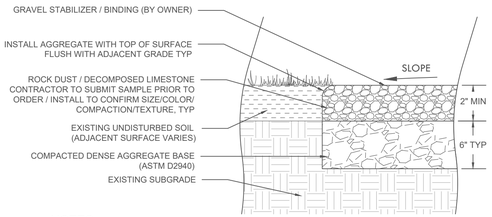


NOTES:

1. JOINTS TO BE STRAIGHT AND ALIGN WITH PLAN ELEMENTS AS SHOWN. CONTRACTOR CAN AND SHOULD SUGGEST ANY ADJUSTMENTS TO JOINT LOCATIONS PRIOR TO POURING AND INSTALLATION OF CONCRETE SURFACES.
2. SAW-CUT JOINTS WILL NOT BE ACCEPTED PRIOR TO INSTALLATION AND CONCRETE POUR.
3. FINISH OF SURFACE TO BE LIGHT-BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL UNLESS SPECIFIED OTHERWISE ON PLANS OR DETAILS

1 CONCRETE PAVEMENT

SCALE: NTS



NOTES:

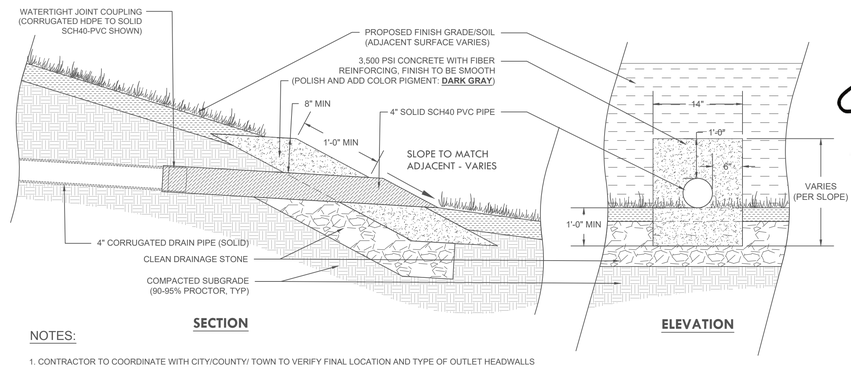
1. DENSE AGGREGATE BASE TO BE COMPACTED WASHED STONE WITH AGGREGATE SIZE APPROXIMATELY 2-4" IN DIAMETER, TYP
2. CONTRACTOR TO ENSURE CRUSHED STONE TRAIL MEETS CURRENT ADA STANDARDS (FIRM, STABLE, AND SMOOTH SURFACE). ROCK DUST / AGGREGATE TO BE COMPACTED AND GRADED PER ADA RECOMMENDATIONS.
3. FINISHED SURFACE TO BE FLUSH WITH ADJACENT GRADE TO AVOID MIGRATION OF STONE, TYP

ADA COMPLIANCE

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2 CRUSHED STONE SURFACE

SCALE: NTS



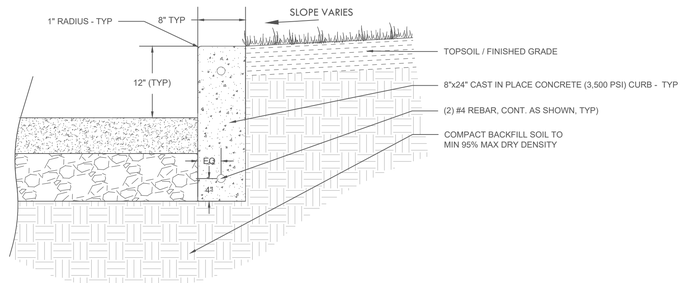
SECTION ELEVATION

NOTES:

1. CONTRACTOR TO COORDINATE WITH CITY/COUNTY/ TOWN TO VERIFY FINAL LOCATION AND TYPE OF OUTLET HEADWALLS PROVIDED MEETS CODE AND CONSTRUCTION GUIDELINES.
2. CONCRETE FINISH TO BE SMOOTH (POLISH AND COLOR: DARK GRAY)

3 SLOPED HEADWALL

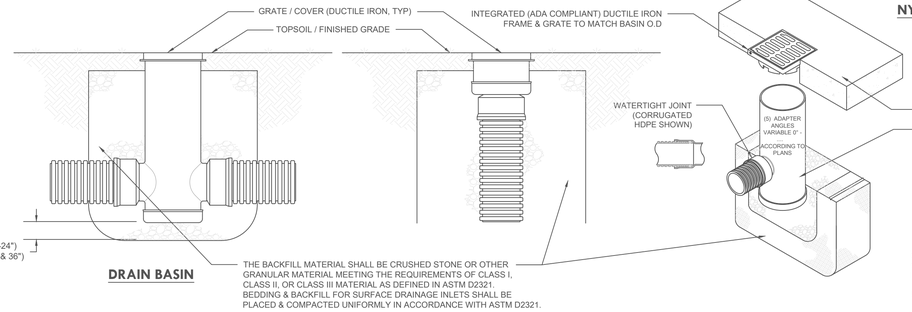
SCALE: NTS



4 POST CURB (TYPICAL)

SCALE: NTS

INLINE DRAIN/CLEANOUT



DRAIN BASIN

THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

NYLOPLAST 12" DRAIN BASIN

TRAFFIC LOADS:
CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS. SEE DRAWING NO. 7001-110-111 FOR NON TRAFFIC INSTALLATION.

SUPPLIED BY: (OR APPROVED EQUAL)

ADS Nyloplast
3130 VERONA AVE
BUFORD, GA 30518
PHN (770) 932-2443
FAX (770) 932-2490
www.nyloplast-us.com

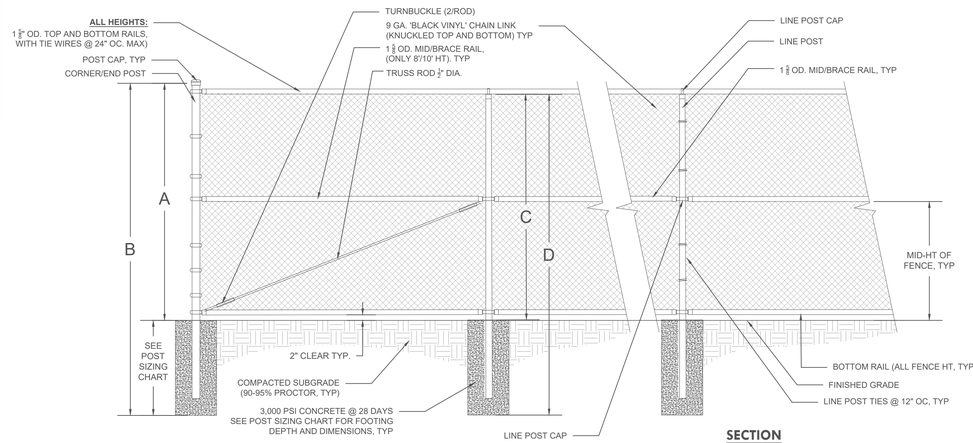
GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-10	1299CGP	7001-110-202
STANDARD	MEETS H-20	1299CGS	7001-110-203
SOLID COVER	MEETS H-20	1299CGC	7001-110-204
PEDESTRIAN BRONZE	N/A	1299CGPB	7001-110-205
DOME	N/A	1299CGD	7001-110-206
DROP IN GRATE	LIGHT DUTY	1201DI	7001-110-021

NOTES:

1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05, WITH THE EXCEPTION OF THE BRONZE GRATE.
2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS, RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS, SEE DRAWING NO. 7001-110-065
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE（ADS N-12/HANCOR DUAL WALL）, N-12 HP, & PVC SEWER.
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.

5 AREA DRAIN (PEDESTRIAN)

SCALE: NTS



SECTION

GATE SIZING CHART

SINGLE LEAF GATES								DOUBLE LEAF GATES							
NOMINAL OPENING	SQ HINGE & LATCH POST	ACTUAL OPENING	HINGE SETTINGS - C	ROUND HINGE & LATCH POST	ACTUAL OPENING	HINGE SETTINGS - C	FRAME - B	NOMINAL OPENING	SQ HINGE & LATCH POST	ACTUAL OPENING	HINGE SETTINGS - C	ROUND HINGE & LATCH POST	ACTUAL OPENING	HINGE SETTINGS - C	FRAME - B
3'0"	2½" OR 3"	3'1"	2"	3"OD	3'1 1/8"	2 1/4"	2'8 5/8"	6'0"	2½" OR 3"	6'0"	2"	3"OD	6'1 1/8"	2 1/4"	2'8 5/8"
3'6"		3'7"			3'7 1/8"		3'2 1/8"	7'0"		7'0"			7'1 1/8"		3'2 1/8"
4'0"		4'1"			4'1 1/8"		3'8 1/8"	8'0"		8'0"			8'1 1/8"		3'8 1/8"
5'0"		5'1"			5'1 1/8"		4'8 1/8"	10'0"		10'0"			10'1 1/8"		4'8 1/8"
6'0"		6'1"			6'1 1/8"		5'8 1/8"	12'0"		12'0"			12'1 1/8"		5'8 1/8"
7'0"		7'1"		4"OD	7'1 1/8"		6'8 1/8"	14'0"	3"	14'0"		4"OD	14'1 1/8"		6'8 1/8"
8'0"		8'1"			8'1 1/8"		7'8 1/8"	16'0"		16'0"			16'1 1/8"		7'8 1/8"
9'0"	3"	9'1"			9'1 1/8"		8'8 1/8"	18'0"		18'0"			18'1 1/8"		8'8 1/8"
10'0"		10'1"			10'1 1/8"		9'8 1/8"	20'0"		20'0"			20'1 1/8"		9'8 1/8"
				6 5/8"	10'2 1/2"	3 1/2"	9'8 1/2"					6 5/8"	20'2 1/2"	3 1/2"	9'8 1/2"
10'0"				4"	11'1 1/2"	2 1/2"	10'8 1/2"	22'0"				4"	22'1 1/2"	3 1/2"	10'8 1/2"
				6 5/8"	11'2 1/2"	3 1/2"	10'8 1/2"					6 5/8"	22'2 1/2"	3 1/2"	10'8 1/2"
10'0"				4"	12'1 1/2"	2 1/2"	11'8 1/2"	24'0"				4"	24'1 1/2"	2 1/2"	11'8 1/2"
				6 5/8"	12'2 1/2"	3 1/2"	11'8 1/2"					6 5/8"	24'2 1/2"	3 1/2"	11'8 1/2"
10'0"					13'1 1/2"		12'7 1/2"	26'0"					26'1 1/2"		12'7 1/2"

POST SIZING CHART

	CORNER & END POST		LINE POST		DEPTH	DIA.
FENCE HEIGHT	A	B	C	D		
4'0"	4'3"	7'3"	3'11 1/2"	6'11 1/2"	3'0"	12"
5'0"	5'3"	7'8"	4'11 1/2"	7'6"		
6'0"	6 1/2"	9'9 5/8"	5'8 5/8"	9'5 5/8"	3'9"	
8'0"	8 1/2"	12'3 5/8"	7'8 5/8"	11'11 1/2"	4'3"	
10'0"	10 5/8"	13'1"	9'8 5/8"	12'8"	4'6"	
12'0"	12 5/8"	16'6 5/8"	11'8 5/8"	16'2 5/8"		



HEAVY-DUTY BUTTERFLY LATCH
ALL GATES, TYP

CHAINLINK FENCE NOTES:

1. ALL POSTS AND RAILS SHALL BE LOCATED OUTSIDE THE PLAYING FIELDS W/ FABRIC ON INSIDE POST, TYP.
2. FOR POST SIZES LARGER THAN 3", PROVIDE WELDED CONNECTIONS BETWEEN VERTICAL POSTS AND HORIZONTAL RAILING.
3. ALL RAILS SHALL BE 1 5/8" x 1.5" ROLL FORMED STEEL OR EQUAL C TYPE RAIL POST.
4. ALL POSTS SHALL BE EQUIPPED WITH EITHER LINE POST CAPS OR STANDARD POST CAPS TO PREVENT MOISTURE FROM ENTERING POST, TYP.
5. ALL FENCING SHALL BE KNUCKLED TOP AND BOTTOM.
6. SEE FENCING AND POST SIZING CHART FOR CORNER AND LINE POST DIMENSIONS AND REQUIREMENTS.
7. CHANGES IN REQUIRED PLANS DUE TO THE SITE CONDITIONS SHALL BE SUBMITTED TO OWNER/ OWNER REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
8. ALL FIELD ACCESS GATES TO BE SINGLE PANELS UNLESS NOTED OTHERWISE ON PLANS.
9. SOFT STEEL TIES (9 GA. STEEL TO MATCH COLOR AND FENCE FABRIC COATING TYPE).
10. MID-RAILS SHALL BE PROVIDED ON ALL FENCING OVER 6'.
11. FENCING HT 4' AND UNDER, 1 BAND / FOOT. FENCING HT 5' AND ABOVE 1 BAND LESS THAN FENCE HT.
12. ALL FENCE FABRIC, POSTS, RAILS, HARDWARE, ETC TO BE 'BLACK' FUSE BONDED UNLESS NOTED OTHERWISE, TYP.
13. PEDESTRIAN GATE HINGES: MAMMOTH - 180-B (HEAVY-DUTY HYDRAULIC SELF CLOSING GATE CLOSER / HINGE IN ONE, COLOR BLACK TO MATCH FENCE COLOR AND FINISH, TYP

6 CHAINLINK FENCING

SCALE: NTS

DANIEL BOUTTE REGISTERED AGRICULTURAL LANDSCAPE ARCHITECT TENNESSEE NO. 671 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE TN 37917
225.597.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2308

siteDETAILS

Dog Park at **MCFEE** 917 MCFEE ROAD
FARRAGUT, TN

BID SET

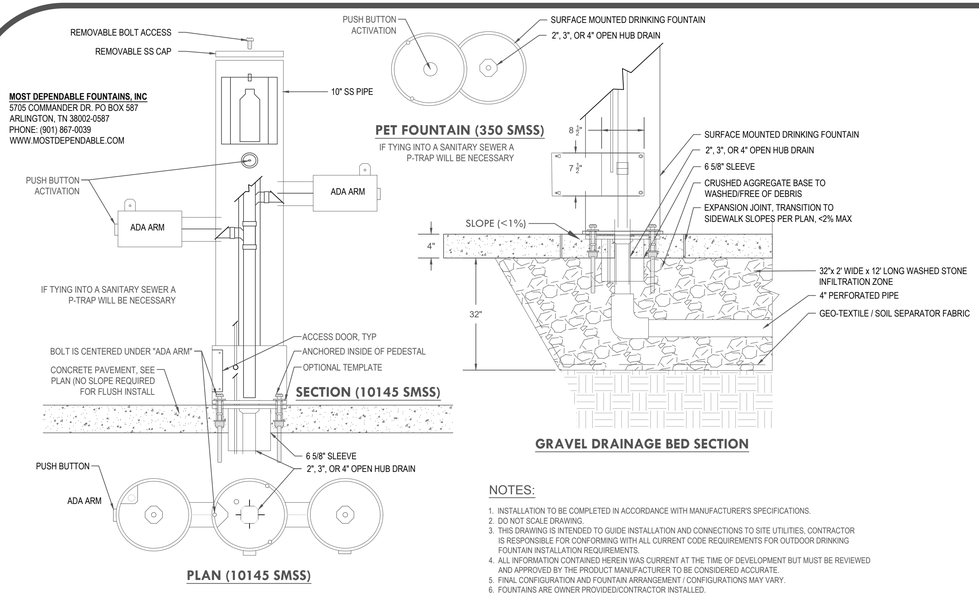
DATE: 7/2/2025
8/11/2025- ADA NOTES

DRAWN BY: DB CHECKED BY: DB

site **DETAILS**

C.30

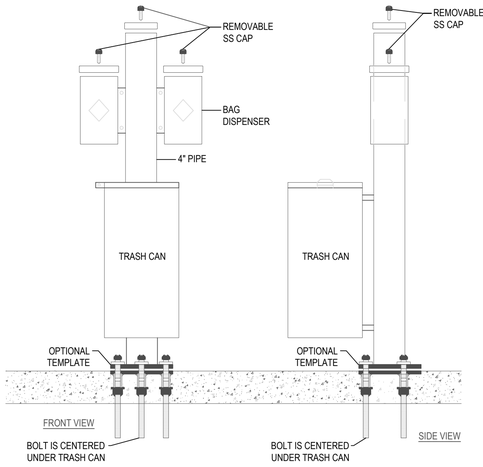
SHEET 6 OF 15



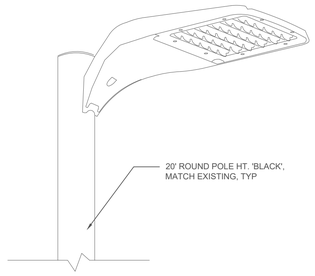
NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED TO GUIDE INSTALLATION AND CONNECTIONS TO SITE UTILITIES. CONTRACTOR IS RESPONSIBLE FOR CONFORMING WITH ALL CURRENT CODE REQUIREMENTS FOR OUTDOOR DRINKING FOUNTAIN INSTALLATION REQUIREMENTS.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. FINAL CONFIGURATION AND FOUNTAIN ARRANGEMENT / CONFIGURATIONS MAY VARY.
6. FOUNTAINS ARE OWNER PROVIDED/CONTRACTOR INSTALLED.

1 DRINKING FOUNTAIN
SCALE: NTS



2 PET WASTE STATION - 395 SM
SCALE: NTS



ISOMETRIC

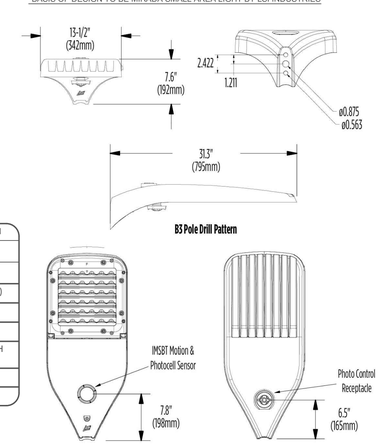
NOTES:

1. CONTRACTOR TO COORDINATE WITH CITY/COUNTY/ TOWN TO VERIFY FINAL DESIGN AND SIZE MEETS LOCAL BUILDING CODES.
2. 20' MOUNTING HEIGHT REQUIRED (ROUND POLE) PER MANUFACTURER RECOMMENDATION.
3. DIE-CAST ALUMINUM HOUSING W/ PRE-WIRED DRIVER AND ONE PIECE SILICONE OPTICAL UNIT WITH INTEGRATED GASKET PER IP66 RATED SEAL.
4. POLYESTER POWDER-COATED FINISH (BLACK) MATCH POLE AND FIXTURE COLOR
5. 3000K COLOR TEMP. PER ANSI C78.377 (DARK SKY COMPLIANT)
6. PROVIDE INTEGRATED HALF LOUVER (IH) OPTION ON ALL FIXTURES, TYP
7. MADE IN USA / 5 YEAR WARRANTY
8. INSTALL FOOTINGS PER MANUFACTURE RECOMMENDATIONS, TYP. CONTRACTOR TO PROVIDE TYPICAL DETAIL SHOWING DEPTH, FINISH AND DIAMETER

*BASIS OF DESIGN TO BE MIRADA SMALL AREA LIGHT BY LSI INDUSTRIES

SPECIFICATIONS

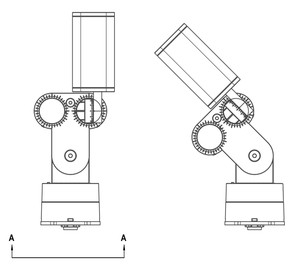
MODEL: MRS LED 18L SIL FT SIL UNV DIM 30 70CRI ALSCS2 BLK IH	
LUMEN PACKAGE	18L - 18,000 lms, 135 WATT
DISTRIBUTION	FT - FOWARD THROW
VOLTAGE	UNV - UNIVERSAL VOLTAGE (120-277V)
DRIVER	DIM - 0-10V DIMMING
COLOR TEMP/ RENDERING	30 - 3,000CCT (DARK SKY COMPLIANT)
CONTROLS	ALSCS2 - AIRLINK SYNAPSE - 12'-20' MH W/ MOTION SENSOR
FINISH	BLK - BLACK
OPTIONS	IH - INTEGRAL HALF LOUVER (CUTOFF)

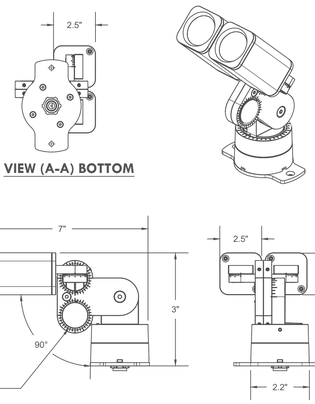


3 LED SMALL (AREA) LIGHT
SCALE: NTS

RISE DUO F080 (HORIZONTAL) BY ECOSENSE
LOW OUTPUT (858 LUMENS) COLOR: BRONZE CCT: 3000K EXTERIOR (FLOOD 90°)
110V INPUT / IP66 CERTIFIED
WWW.ECOSENSELIGHTING.COM
DISTRIBUTED BY LIGHTING TRENDS
TRACY@LTGTRENDS.COM / PHONE: (865) 816-2651

*OR APPROVED EQUAL



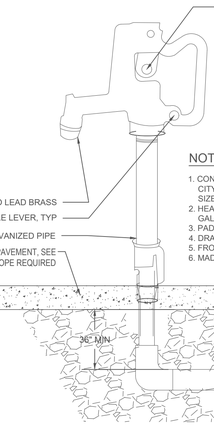


VIEW (A-A) BOTTOM

NOTES:

1. CONTRACTOR TO COORDINATE WITH CITY/COUNTY/ TOWN TO VERIFY FINAL PRODUCT SELECTION MEETS LOCAL BUILDING CODES.
2. CONTRACTOR TO CONFIRM OWNER/MANUFACTURER SUGGESTED LENS (FIELD INTERCHANGEABLE)
3. PROVIDE F080 FULL SNOOT PER LOCAL TOWN/CITY/COUNTY REQUIREMENTS FOR GLARE RESISTANCE.

4 LED UPLIGHT (SIGNAGE)
SCALE: NTS



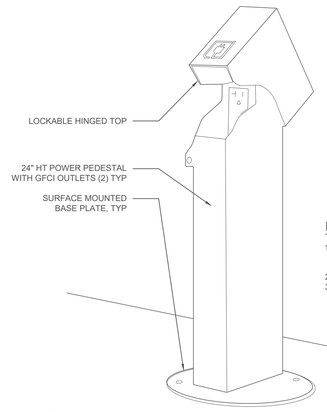
POLLARDWATER PFXAF (BY PROFLO)
ITEM: 4632175
PART#: PFXAF7504
PHONE: 1(800) 437-1146
WWW.POLLARDWATER.COM

*OR APPROVED EQUAL

NOTES:

1. CONTRACTOR TO COORDINATE WITH CITY/COUNTY/ TOWN TO VERIFY FINAL DESIGN AND SIZE MEETS LOCAL BUILDING CODES.
2. HEAVY-DUTY NO LEAD BRASS NOZZLE WITH GALVANIZED PIPE AND ROD.
3. PADLOCKABLE HEAD AND LEVER (VANDAL RESISTANT)
4. DRAINS BELOW FROST DEPTH (4' DEEP) AT SHUT-OFF
5. FROST PROOF
6. MADE IN USA

5 BRASS YARD HYDRANT
SCALE: NTS



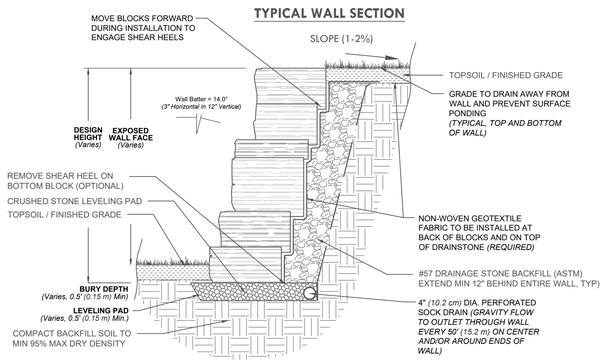
LEVITATION POWER PEDESTAL
SKU: 1PH18 - 1E
PHONE: 1(800) 609-5790
WWW.LIGHTINGSUPPLY.COM

AS AVAILABLE BY LIGHTING SUPPLY
*OR APPROVED EQUAL

NOTES:

1. CONTRACTOR TO COORDINATE WITH CITY/COUNTY/ TOWN TO VERIFY FINAL DESIGN AND SIZE MEETS LOCAL BUILDING CODES.
2. SURFACE MOUNTED, LOCKABLE FLUSH HINGE TOP
3. COLOR TO BE BRONZE / BLACK (OWNER TO PROVIDE FINAL COLOR SELECTION)

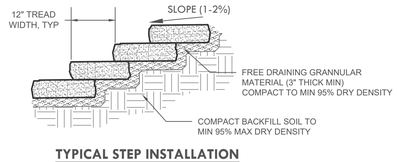
6 POWER PEDESTAL KIT GANG (20A) GFCI OUTLET
SCALE: NTS



TYPICAL WALL SECTION

NOTES:

1. BLOCK SIZES AND PLACEMENT ARE SHOWN FOR REFERENCE ONLY. INDIVIDUAL BLOCKS WILL VARY WITH INSTALLATION PATTERN. (REFERENCE ONLY)
2. FINAL DESIGN FOR CONSTRUCTION OF WALLS OVER 4' REQUIRE SEALED PLANS BY REGISTERED ENGINEER LICENSED IN TN. CANOPY LAND DESIGN DOES NOT ACCEPT RESPONSIBILITY FOR LIABILITY OF INSTALLATION OF WALLS NOT DESIGNED/ REVIEWED BY PROFESSIONAL ENGINEER AS THE ACTUAL CONDITIONS OF THE PROPOSED SITE MAY REQUIRE MODIFICATION OF TYPICAL WALL SECTION AS SHOWN.
3. FINAL WALL DESIGN MUST ADDRESS BOTH INTERNAL AND EXTERNAL DRAINAGE AND SHALL BE EVALUATED BY THE PROFESSIONAL ENGINEER RESPONSIBLE FOR THE FINAL WALL DESIGN¬



TYPICAL STEP INSTALLATION

7 SEGMENTAL RETAINING WALL (TYPICAL)
SCALE: NTS

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.597.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

siteDETAILS

Dog Park at MCFEE 917 MCFEE ROAD
FARRAGUT, TN

BID SET

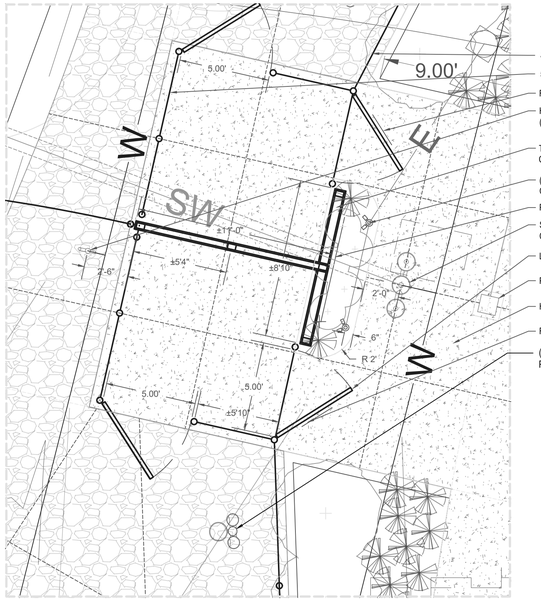
DATE:
7/2/2025
8/11/2025- ADA NOTES

DRAWN BY: DB CHECKED BY: DB

site DETAILS

C.31

SHEET 7 OF 15



4" 'BLACK' VINYL CHAINLINK FENCE (SEE DETAIL 6,C.30)

5' 'BLACK' VINYL CHAINLINK FENCE (SEE DETAIL 6,C.30)

FENCE MOUNTED 'SMALL DOG AREA' POLY METAL SIGN

HEAVY-DUTY FROST PROOF YARD HYDRANT- (SEE DETAIL 5,C.31)

TREATED POPLAR 'STAINED BLACK' FENCE / SCREEN WITH 1"x 5 1/2" CLAD AND TREATED 4"x6" FRAME - (SEE DETAIL 2,C.32)

(2) ECOSENSE (RISE DUO) HORIZONTAL LED UP-LIGHT ON 12" RISER, TYP - (SEE DETAIL 3,C.31)

POLYMETAL / LOGO / RULES AND REGULATIONS SIGN

SURFACE MOUNTED DRINKING FOUNTAIN, OWNER PROVIDED/ CONTRACTOR INSTALLED - (SEE DETAIL 1,C.31)

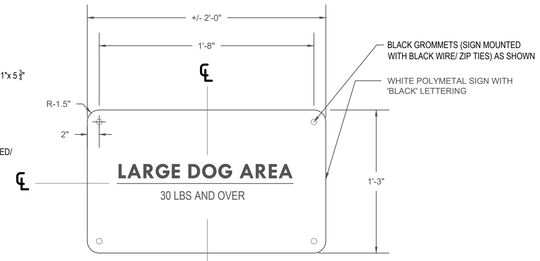
LOCKABLE, HEAVY-DUTY ADA COMPLIANT HARDWARE

PEDESTRIAN AREA DRAIN - (SEE DETAIL 5,C.30)

HEAVY-DUTY CONCRETE - (SEE DETAIL 1,C.30)

FENCE MOUNTED 'LARGE DOG AREA' POLY METAL SIGN

(2) MDF 395 SM - PET WASTE STATION (OWNER PROVIDED / INSTALLED) (SEE DETAIL 2, C.31)

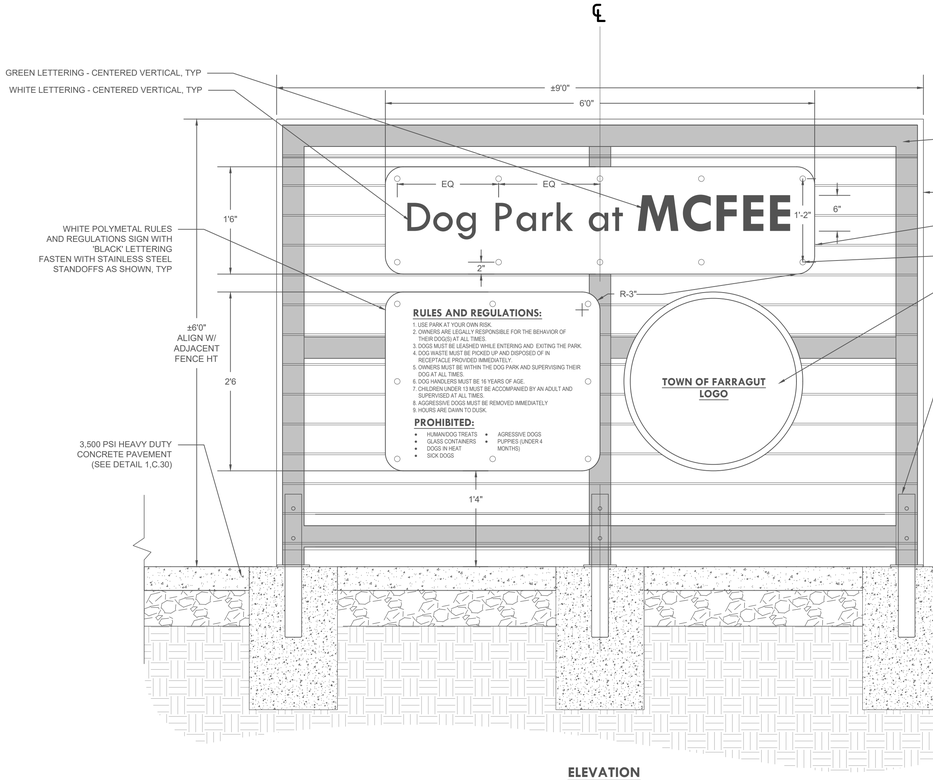


LARGE DOG AREA SIGN



LARGE DOG AREA SIGN

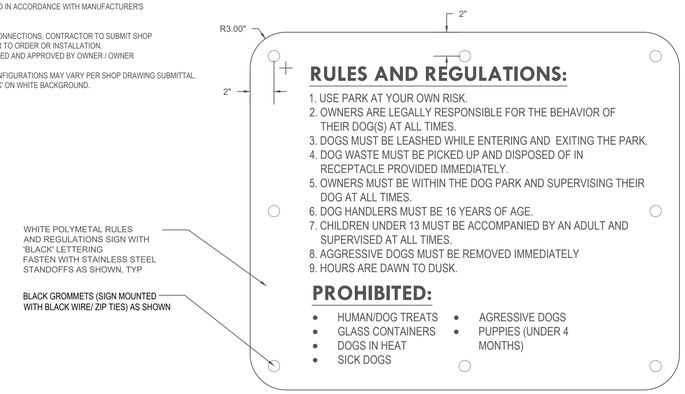
1 ENTRY ENLARGEMENT
SCALE: NTS



ELEVATION

NOTES:

1. INSTALLATION OF ALL SIGN COMPONENTS TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED TO GUIDE INSTALLATION AND CONNECTIONS, CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER AND OWNER REPRESENTATIVE PRIOR TO ORDER OR INSTALLATION.
4. ALL INFORMATION CONTAINED HEREIN SHOULD BE CONFIRMED AND APPROVED BY OWNER / OWNER REPRESENTATIVE.
5. FINAL CONFIGURATION AND FASTENER ARRANGEMENT / CONFIGURATIONS MAY VARY PER SHOP DRAWING SUBMITTAL.
6. LETTERING FOR RULES AND REGULATION SIGN TO BE 'BLACK' ON WHITE BACKGROUND.
7. ALL CORNERS SHALL HAVE 3" RADII TYP



RULES AND REGULATIONS (ENLARGED)

2 ENTRY / RULES AND REGULATION SIGN
SCALE: NTS

DANIEL BOUTTE
REGISTERED
AGRICULTURE
TENNESSEE NO. 977
LANDSCAPE ARCHITECT
2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.597.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

siteDETAILS

Dog Park at MCFEE 917 MCFEE ROAD
FARRAGUT, TN

BID SET

DATE: 7/2/2025
8/11/2025- ADA NOTES

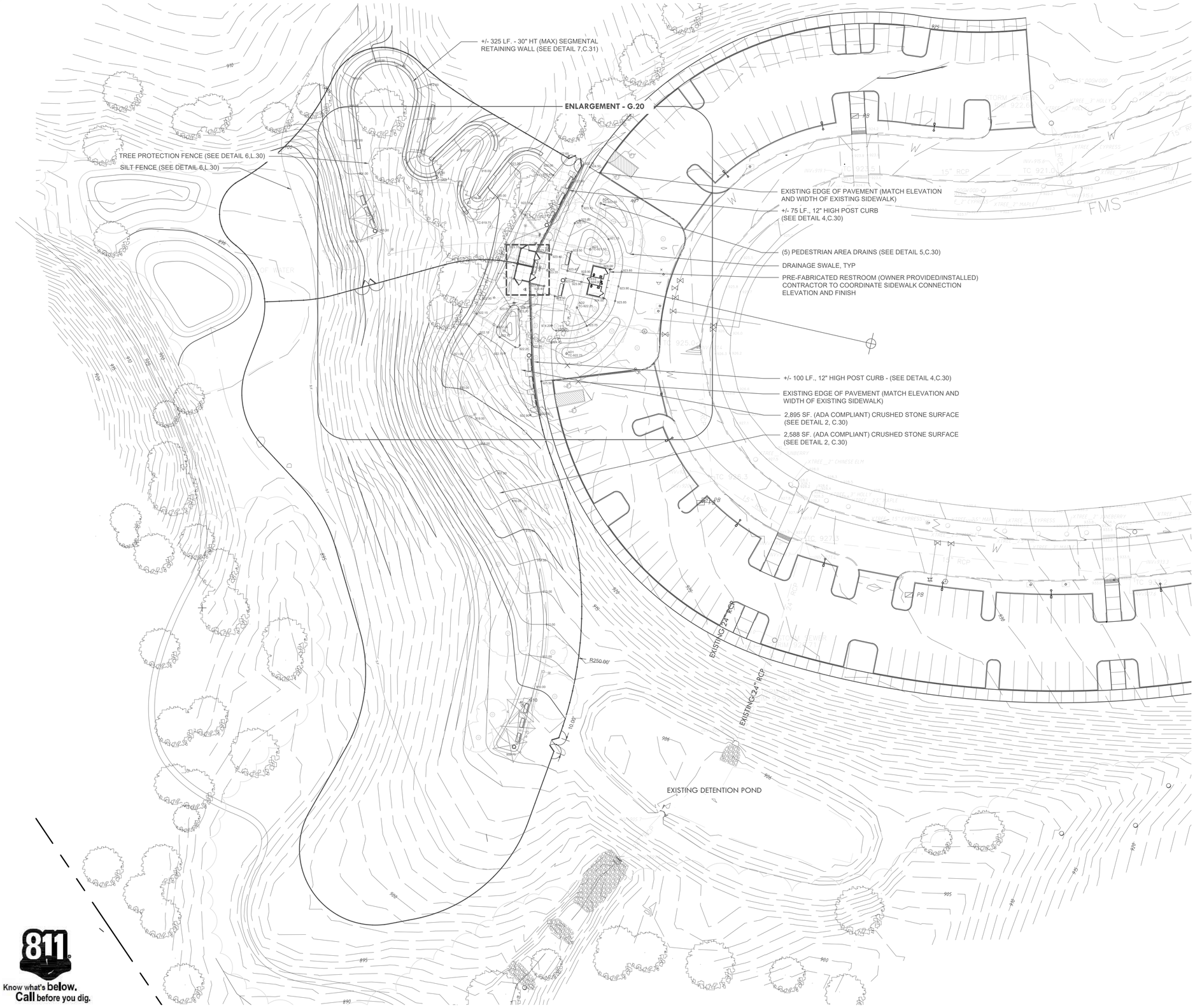
DRAWN BY: DB CHECKED BY: DB

site DETAILS

C.32

SHEET 8 OF 15

CANOPY LAND DESIGN



GRADING NOTES:

1. CONTRACTOR RESPONSIBLE FOR VERIFYING EXISTING ELEVATIONS COMPARED TO THOSE SHOWN ON PLAN PRIOR TO GRADING. NOTIFY OWNER'S REPRESENTATIVE IF DISCREPANCIES ARE FOUND.
2. AREAS FOR CONSTRUCTION THAT REQUIRE DE-WATERING FOR EXCAVATION WILL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
3. TEMPORARY VEGETATION SHALL BE ESTABLISHED IN DISTURBED AREAS THAT ARE NOT GRADED TO PROPOSED FINAL GRADE ELEVATIONS AND ARE IDLE FOR GREATER THAN FIVE DAYS. MULCH, TEMPORARY VEGETATION OR PERMANENT VEGETATION SHALL BE COMPLETED ON ALL EXPOSED AREAS WITHIN 14 DAYS AFTER DISTURBANCE. ALL AREAS TO FINAL GRADE WILL BE ESTABLISHED TO PERMANENT VEGETATION UPON COMPLETION.
4. A CITY/TOWN/COUNTY LAND DISTURBANCE PERMIT AND NOTICE OF COVERAGE UNDER THE TENNESSEE GENERAL PERMIT FOR CONSTRUCTION STORMWATER MUST BE DISPLAYED ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.
5. SEDIMENT AND EROSION CONTROL DEVICES MUST BE INSPECTED ACCORDING TO LOCAL AND STATE REQUIREMENTS. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF ITS CAPACITY. ADDITIONAL DEVICES MAY BE NECESSARY AS THE PROJECT PROGRESSES AND NEW CHANNELS HAVE DEVELOPED.
6. SEDIMENT TRANSPORT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.
7. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
8. THE OWNER SHALL BE RESPONSIBLE FOR LONG TERM MAINTENANCE OF PERMANENT STORMWATER CONTROL MEASURES BUT CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY AND PERMANENT SITE STABILIZATION MEASURES SHOWN OR REQUIRED.
9. ALL FILL AND CUT SLOPES SHALL BE 3:1 OR FLATTER. UNLESS OTHERWISE NOTED ON THE PLANS.
10. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS (ALL LOCATIONS).
11. REFER TO LANDSCAPE PLANS FOR TOPSOIL AND PERMANENT VEGETATION REQUIREMENTS IN PLANT BEDS AND TREE WELLS.
12. MINOR FIELD ADJUSTMENTS TO AVOID DISTURBANCE OF EXISTING TREES MAY BE REQUIRED.

ADA COMPLIANCE

13. ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
14. ADA ACCESSIBLE CONSTRUCTION SHALL MEET THE FOLLOWING:
14.1. RUNNING SLOPES ON ADA ACCESS PATHS NOT TO EXCEED 5% WITHOUT A HANDRAIL.
14.2. RUNNING SLOPES ON ADA ACCESS PATHS BETWEEN 5% AND 8% REQUIRE HANDRAILS.
14.3. CROSS SLOPES ON ADA ACCESS PATHS NOT TO EXCEED 2%.
14.4. PLAZAS SHALL NOT EXCEED A MAX SLOPE OF 2% IN ALL DIRECTIONS.
14.5. ADA PARKING SPACES SHALL NOT EXCEED A MAX SLOPE OF 2% IN ALL DIRECTIONS.

PROPERTY INFORMATION:

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

UTILITY PROVIDERS:

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

CANOPY LAND DESIGN

N

0 1.5' 30' 60'

SCALE: 1"=30'-0"

Know what's below. Call before you dig.

DANIEL BOUTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 371 — 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

BID SET

Dog Park at MCFEE 917 MCFEE ROAD
FARRAGUT, TN

grading PLAN

DATE: 7/2/2025
8/11/2025- ADA NOTES

DRAWN BY: DB CHECKED BY: DB

grading **PLAN**

G.10

SHEET 9 OF 15



GRADING NOTES:

1. CONTRACTOR RESPONSIBLE FOR VERIFYING EXISTING ELEVATIONS COMPARED TO THOSE SHOWN ON PLAN PRIOR TO GRADING. NOTIFY OWNER'S REPRESENTATIVE IF DISCREPANCIES ARE FOUND.
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3. TEMPORARY VEGETATION SHALL BE ESTABLISHED IN DISTURBED AREAS THAT ARE NOT GRADED TO PROPOSED FINAL GRADE ELEVATIONS AND ARE IDLE FOR GREATER THAN FIVE DAYS. MULCH, TEMPORARY VEGETATION OR PERMANENT VEGETATION SHALL BE COMPLETED ON ALL EXPOSED AREAS WITHIN 14 DAYS AFTER DISTURBANCE. ALL AREAS TO FINAL GRADE WILL BE ESTABLISHED TO PERMANENT VEGETATION UPON COMPLETION.
4. A CITY/TOWN/COUNTY LAND DISTURBANCE PERMIT AND NOTICE OF COVERAGE UNDER THE TENNESSEE GENERAL PERMIT FOR CONSTRUCTION STORMWATER MUST BE DISPLAYED ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.
5. SEDIMENT AND EROSION CONTROL DEVICES MUST BE INSPECTED ACCORDING TO LOCAL AND STATE REQUIREMENTS. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF ITS CAPACITY. ADDITIONAL DEVICES MAY BE NECESSARY AS THE PROJECT PROGRESSES AND NEW CHANNELS HAVE DEVELOPED.
6. SEDIMENT TRANSPORT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.
7. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
8. THE OWNER SHALL BE RESPONSIBLE FOR LONG TERM MAINTENANCE OF PERMANENT STORMWATER CONTROL MEASURES BUT CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY AND PERMANENT SITE STABILIZATION MEASURES SHOWN OR REQUIRED.
9. ALL FILL AND CUT SLOPES SHALL BE 3:1 OR FLATTER. UNLESS OTHERWISE NOTED ON THE PLANS.
10. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS (ALL LOCATIONS).
11. REFER TO LANDSCAPE PLANS FOR TOPSOIL AND PERMANENT VEGETATION REQUIREMENTS IN PLANT BEDS AND TREE WELLS.
12. MINOR FIELD ADJUSTMENTS TO AVOID DISTURBANCE OF EXISTING TREES MAY BE REQUIRED.

ADA COMPLIANCE

13. ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
14. ADA ACCESSIBLE CONSTRUCTION SHALL MEET THE FOLLOWING:
14.1. RUNNING SLOPES ON ADA ACCESS PATHS NOT TO EXCEED 5% WITHOUT A HANDRAIL.
14.2. RUNNING SLOPES ON ADA ACCESS PATHS BETWEEN 5% AND 8% REQUIRE HANDRAILS.
14.3. CROSS SLOPES ON ADA ACCESS PATHS NOT TO EXCEED 2%.
14.4. PLAZAS SHALL NOT EXCEED A MAX SLOPE OF 2% IN ALL DIRECTIONS.
14.5. ADA PARKING SPACES SHALL NOT EXCEED A MAX SLOPE OF 2% IN ALL DIRECTIONS.

PROPERTY INFORMATION:

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

UTILITY PROVIDERS:

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

Know what's **below.** **Call** before you dig.

CANOPY LAND DESIGN

0 5' 10' 20'

SCALE: 1"=10'-0"

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 317 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.937.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

Dog Park at **MCFEE** 917 MCFEE ROAD
FARRAGUT, TN

grading**PLAN**

BID SET

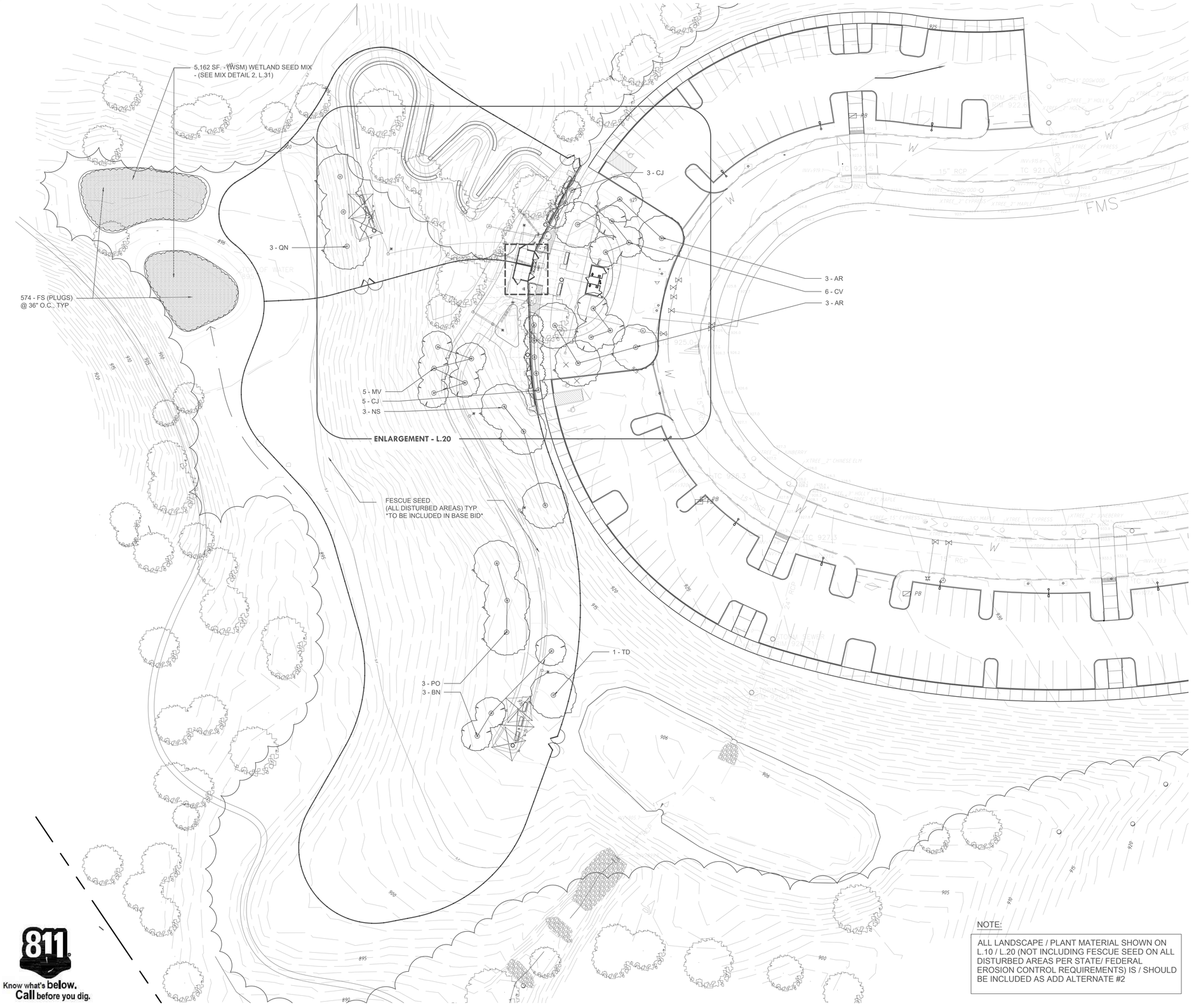
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8/11/2025: ADA NOTES

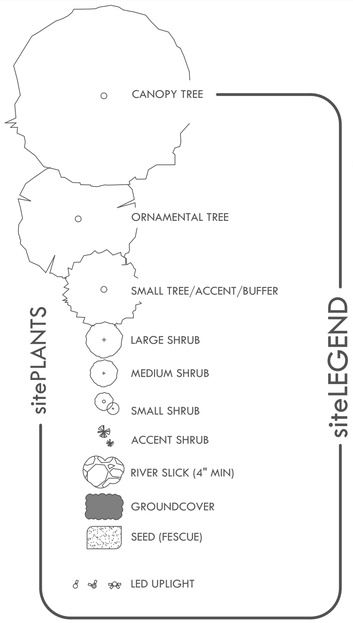
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grading **PLAN**

G.20

SHEET **10** OF **15**





PROPERTY INFORMATION:

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

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GAS:	KUB (KNOXVILLE UTILITY BOARD) 865-524-2911
CABLE/: INTERNET	TDS TELECOM 865-571-6662 CHARTER COMMUNICATIONS 865-406-7063

NOTE:

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

CANOPY LAND DESIGN

0 15' 30' 60'

SCALE: 1"=30'-0"

811 Know what's below. Call before you dig.

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 371 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

Dog Park at MCFEE
FARRAGUT, TN

landscapePLAN

BID SET

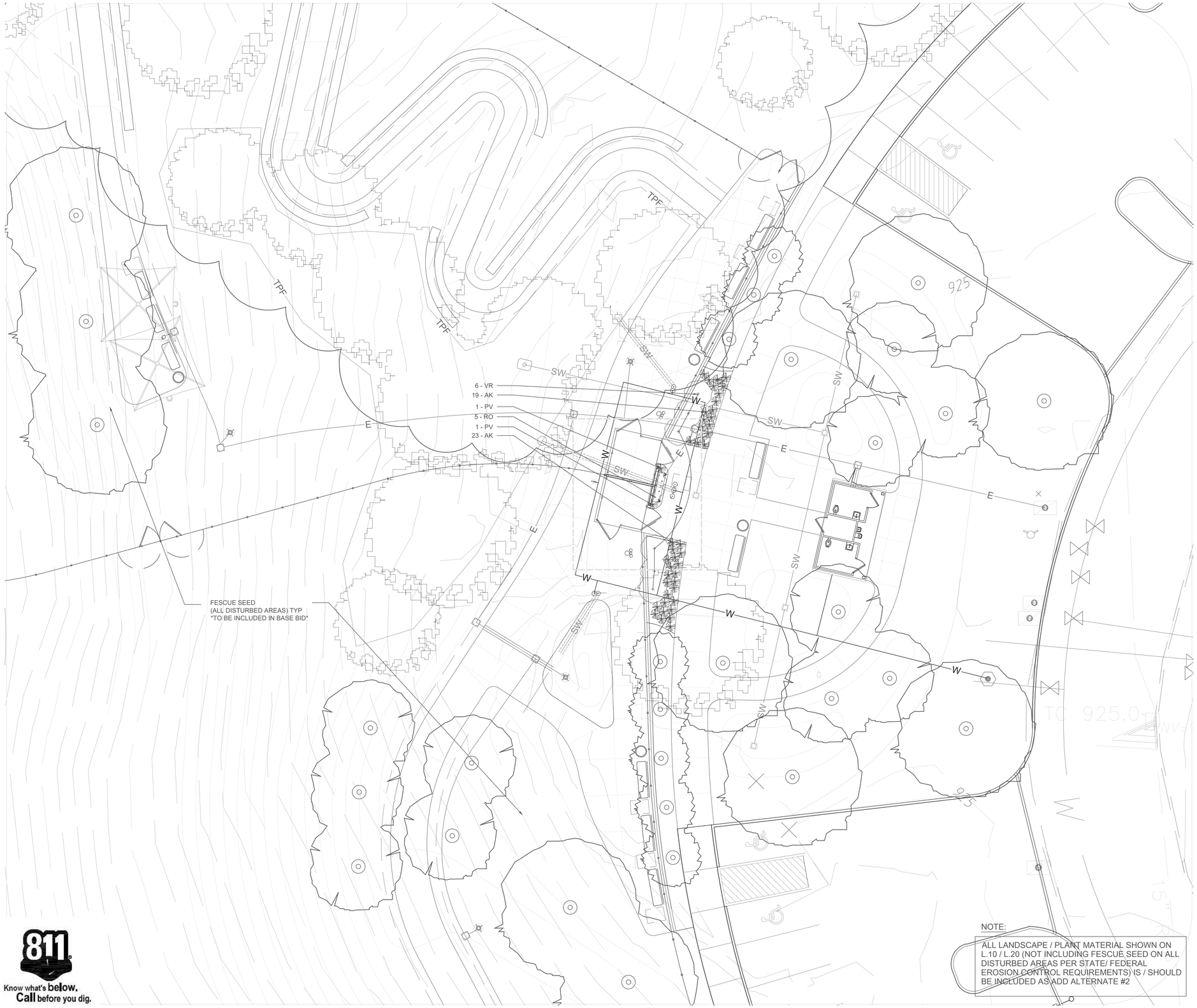
DATE:
7/2/2025
8/11/2025: ADA NOTES

DRAWN BY: DB CHECKED BY: DB

landscape
PLAN

L.10

SHEET 11 OF 15



sitePLANTS

- CANOPY TREE
- ORNAMENTAL TREE
- SMALL TREE/ACCENT/BUFFER
- LARGE SHRUB
- MEDIUM SHRUB
- SMALL SHRUB
- ACCENT SHRUB
- RIVER SLICK (4" MIN)
- GROUNDCOVER
- SEED (FESCUE)
- LED UPLIGHT

siteLEGEND

PROPERTY INFORMATION:

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811 Know what's below. Call before you dig.

CANOPY LAND DESIGN

0 5' 10' 20'

SCALE: 1"=10'-0"

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 577 2025

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OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

landscapePLAN

Dog Park at MCFEE 917 MCFEE ROAD
FARRAGUT, TN

BID SET

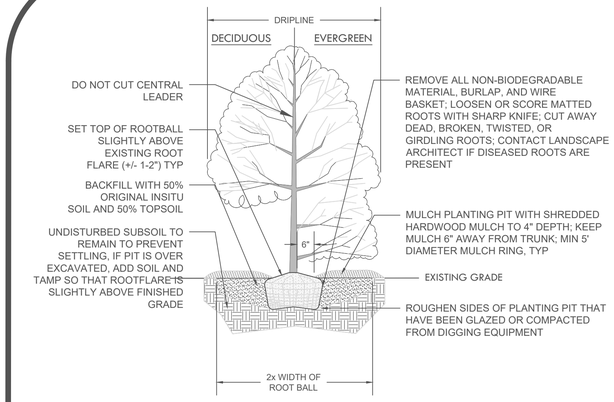
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7/22/2025
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landscape PLAN

L.20

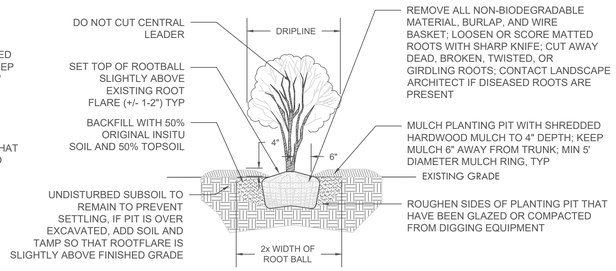
SHEET 12 OF 15



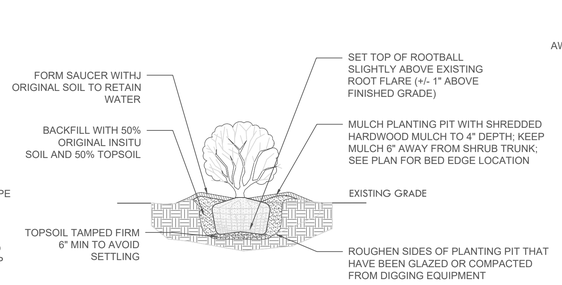
1 TREE PLANTING
SCALE: NTS

NOTES:

1. WATER TREES UNTIL SATURATION AT 12" DEPTH IMMEDIATELY AFTER PLANTINGS.
2. TREES OF SAME SPECIES TO BE MATCHED IN UNIFORMITY AND GROWTH HABITS, TYP.
3. TREES MUST MEET (CURRENT) AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
4. DECIDUOUS AND EVERGREEN TREES TO BOTH BE INSTALLED PER THIS DETAIL UNLESS NOTED OTHERWISE.
5. CANOPY TREES (DECIDUOUS) TO BE PRUNED UP TO 7' WITH 12' MIN. HEIGHT
   EVERGREEN TREES SHALL NOT BE PRUNED (LIMBS TO REMAIN AT GROUND)
   UNDERSTORY TREES TO BE PRUNED UP TO 4' WITH 8' MIN. HEIGHT.
6. MULCH RINGS SHALL BE 4" MIN. SHREDDED HARDWOOD WITH MIN. 5' DIAMETER UNLESS NOTED OTHERWISE.



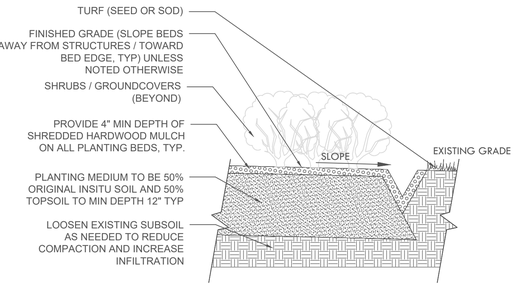
2 MULTI-TRUNK TREE PLANTING
SCALE: NTS



NOTES:

1. WATER SHRUBS UNTIL SATURATION AT 12" DEPTH IMMEDIATELY AFTER PLANTINGS.
2. SHRUBS OF SAME SPECIES TO BE MATCHED IN UNIFORMITY AND GROWTH HABITS, TYP.
3. SHRUBS MUST MEET (CURRENT) AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
4. SHRUBS TO BE 3 GAL. MIN SIZE UNLESS NOTED OTHERWISE
5. SEE PLAN FOR BED EDGE TYPE AND LOCATION.

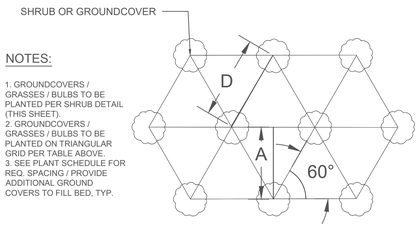
3 SHRUB PLANTING
SCALE: NTS



NOTES:

1. DIG TRENCH EDGE WITH SHARP SPADE CONTINUOUS BETWEEN BED EDGE AND TURF.
2. MULCH TRENCH AS SHOWN
3. PLACE BED EDGE AS SHOWN ON PLAN AND MIN. 1' FROM GROUNDCOVER / SHRUBS ROOTBALL.

4 EDGING (V-TRENCH)
SCALE: NTS

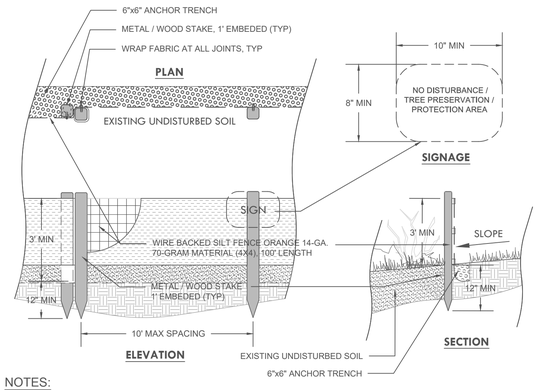


NOTES:

1. GROUNDCOVERS / GRASSES / BULBS TO BE PLANTED PER SHRUB DETAIL (THIS SHEET).
2. GROUNDCOVERS / GRASSES / BULBS TO BE PLANTED ON TRIANGULAR GRID PER TABLE ABOVE.
3. SEE PLANT SCHEDULE FOR REQ. SPACING / PROVIDE ADDITIONAL GROUND COVERS TO FILL BED, TYP.

SPACING (D)	ROW WIDTH (A)	PLANTING (SF)
6" O.C.	5.2"	4.61
8" O.C.	6.9"	2.60
10" O.C.	8.7"	1.66
12" O.C.	10.4"	1.15
15" O.C.	13.0"	0.74
18" O.C.	15.6"	0.51
24" O.C.	20.8"	0.33

5 GROUNDCOVER SPACING
SCALE: NTS



NOTES:

1. TREE PROTECTION SIGNAGE TO BE CONSTRUCTED OF DURABLE MATERIALS (METAL, WOOD, HDPE) AND INSTALLED AT NO MORE THAN 50' OC. (COLOR TO BE 'FOREST GREEN' WITH 'WHITE' FONT.
2. CONTRACTOR TO COORDINATE WITH CIVIL PLANS FOR FINAL LOCATION. CITY/COUNTY/ TOWN TO VERIFY FINAL LOCATION MEETS CODE AND CONSTRUCTION GUIDELINES.
3. TREE PROTECTION FENCING TO REMAIN INTACT FOR ENTIRE DURATION OF CONSTRUCTION ACTIVITIES. NO EQUIPMENT OR MATERIALS CAN BE STORED IN AREAS OF TREE PROTECTION / PRESERVATION. REPLACE FENCING IMMEDIATELY IF REQUIRED FOR ACCESS OR IF DAMAGED BY NATURAL OR CONSTRUCTION ACTIVITIES.

6 TREE PROTECTION / SILT FENCE
SCALE: NTS

GENERAL LANDSCAPE NOTES:

1. GRASS, MULCH OR GROUNDCOVER SHALL BE PLANTED ON ALL PORTIONS OF THE LANDSCAPE BUFFER AREA (LBA) NOT OCCUPIED BY OTHER LANDSCAPE MATERIAL (SEE LANDSCAPE PLANS).
2. IF EXISTING TREES AND PLANT MATERIAL ARE BEING USED TO MEET LANDSCAPE CODE REQUIREMENTS, ANY TREES OR SCREENING VEGETATION THAT DIE OR ARE REMOVED AS A RESULT OF CONSTRUCTION ACTIVITIES WILL BE REPLACED AS PER THE LANDSCAPE CODE REQUIREMENTS.
3. THE PROPERTY OWNER WILL BE REQUIRED TO PERPETUALLY MAINTAIN ALL REQUIRED BUFFER/LANDSCAPE AREAS AND ASSOCIATED PLANT MATERIAL REQUIRED UNDER LAND DEVELOPMENT CODE REGULATIONS (IF APPLICABLE).
4. ALL UNHEALTHY OR DEAD PLANT MATERIAL SHALL BE REPLACED WITHIN ONE YEAR, OR BY THE NEXT PLANTING PERIOD, WHICHEVER COMES FIRST, WHILE OTHER DEFECTIVE PLANT MATERIAL SHALL BE REPLACED OR REPAIRED WITHIN THREE (3) MONTHS.
5. ALL PLANT MATERIAL LOCATED WITHIN A UTILITY EASEMENT THAT IS DAMAGED OR REMOVED DUE TO WORK REQUIRED BY THE UTILITY COMPANY SHALL BE IMMEDIATELY REPLACED BY THE OWNER IN ACCORDANCE WITH LAND DEVELOPMENT REQUIREMENTS.
6. STREET TREES SHALL BE PLANTED IN A MANNER THAT DOES NOT AFFECT PUBLIC SAFETY AND MAINTAINS PROPER SIGHT VISIBILITY TRIANGLE DISTANCES.
7. IRRIGATION WILL BE PROVIDED AS REQUIRED AND SHOWN ON LANDSCAPE PLANS. THIS IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATERING OF THE PROPOSED PLANT MATERIAL AND LAWN AREAS. THE SYSTEM SHALL CONSIST OF SEVERAL WATERING ZONES CONTROLLED BY A CENTRAL TIMER WITH EITHER POP-UP AND ROTATING IRRIGATION HEADS OR A DRIP LINE SYSTEM. THE PROPOSED SYSTEM SHALL BE INSTALLED PRIOR TO PLANTING. (IF APPLICABLE)
8. AN AUTHORIZED CITY/TOWN/COUNTY INSPECTOR SHALL HAVE THE RIGHT TO ENTER ONTO ANY PROPERTY TO INSPECT THE HEALTH AND GENERAL CONDITION OF PLANT MATERIAL THAT IS; LOCATED IN THE RIGHT OF WAY; PART OF AN APPROVED DEVELOPMENT/LANDSCAPE PLAN; OR REPORTED AS A PUBLIC HAZARD.
9. UNDERGROUND UTILITIES:
   9.1. UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LANDSCAPE ARCHITECT, OR THEIR REPRESENTATIVES. BEFORE YOU DIG, CALL [TENNESSEE] ONE CALL SYSTEM (811).
   9.2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES
   BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.
10. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE
   AREAS INVOLVING DIFFERENCES, SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THE PLANS AND DRAWINGS. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND WRITTEN NOTES RELATING TO THE AREA.

PLANT STOCK NOTES:

1. ALL CANOPY TREES SHALL BE LIMBED UP AT LEAST 7' WITH A MINIMUM HEIGHT OF 12' UNLESS SPECIFIED OTHERWISE OR REQUIRED BY LOCAL CODE OR ORDINANCE. (ALL PEDESTRIAN ACCESS WAYS MUST HAVE AT LEAST 7' OF CLEARANCE).
2. ALL UNDERSTORY TREES SHALL BE LIMBED UP AT LEAST 4' WITH A MINIMUM HEIGHT OF 8'.
3. ALL CANOPY AND UNDERSTORY TREES SHALL HAVE ONE STRONG CENTRAL LEADER TRUNK. (NO MULTI-TRUNK UNLESS SPECIFIED).
4. ALL TREES AND SHRUBS SHALL BE MATCHED SPECIMENS WITH A FULL CANOPY AND A UNIFORM BRANCHING HABIT. EVERGREEN TREES SHALL BE FULL TO GROUND WITH A HEAVY CANOPY AND STRONG CENTRAL LEADER. ALL SHRUBS SHALL HAVE A FULL, HEAVY BODY FOR THE COMPLETE HEIGHT OF THE SHRUB AND SHOULD NOT SHOW STRESS AT TIME OF PLANTING AND HAVE A MINIMUM #3 CONTAINER AT TIME OF PLANTING.
5. PLANT SELECTION MUST BE CHOSEN BY PLANT SIZE, NOT CONTAINER SIZE.
6. ALL SHRUBS, EXCEPT AS NOTED, SHALL BE PLANTED AND MAINTAINED IN THEIR NATURAL FORM TO CREATE A PLANT MASSING EFFECT. DO NOT PRUNE TO FORM ANY SHAPE UNLESS SPECIFIED.
7. INSTALL MULCH IN SHAPE AND SIZE AS SHOWN ON LANDSCAPE DETAILS, (MULCH "VOLCANOES" WILL NOT BE ACCEPTED).
8. ALL PLANTS MUST BE SELECTED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE LANDSCAPE DETAILS AND SPECIFICATIONS.
9. ALL TREES MUST BE PLANTED A MINIMUM OF 5 FEET FROM MAJOR UTILITY LINES UNLESS SPECIFIED OTHERWISE BY LOCAL CODES OR REQUIREMENTS. CONTACT LANDSCAPE ARCHITECT IMMEDIATELY WHERE DISCREPANCIES OCCUR FOR FIELD ADJUSTMENT.

PLANTING NOTES:

1. PLANTING BEDS AND PLANT LOCATIONS SHALL BE STAKED BY THE LANDSCAPE CONTRACTOR FOR REVIEW AND APPROVAL OF THE OWNER OR THE OWNER'S REPRESENTATIVE (LANDSCAPE ARCHITECT) PRIOR TO INSTALLATION OF THE PLANTS.
2. PLANTING BEDS SHALL BE CLEARED OF ALL GRASS AND WEEDS PRIOR TO INSTALLATION OF PLANTS, INCLUDING MANUAL SCRAPING OR CHEMICAL PRODUCT (SUCH AS, ROUND-UP,) TO KILL ACTIVELY GROWING PLANTS. PLANT BEDS SHALL BE PREPARED AS CALLED FOR IN THE SPECIFICATIONS AND DETAILS.
3. ALL OTHER DISTURBED AREAS ARE TO BE SEEDED OR SODDED AS PER THE PLANS. ADDITIONAL SEEDING OR SODDING MAY BE REQUIRED IF DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE TO ADEQUATELY (90%) COVER ALL DISTURBED AREAS THAT REQUIRE STABILIZATION. SEE EROSION CONTROL PLANS FOR TEMPORARY SEEDING IF APPLICABLE.
4. PLANTING BEDS SHALL HAVE A MINIMUM OF THREE (3) INCHES OF SHREDDED HARDWOOD BARK MULCH OVER THE ENTIRE BED, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
5. PRIOR TO PLANTING, ALL PLANTED AREAS SHALL BE TREATED WITH A WATER-SOLUBLE HERBICIDE FOR THE NON-SELECTIVE CONTROL OF ANNUAL AND PERENNIAL WEEDS PRIOR TO PLANTING.
6. ALL TREE AND SHRUB PLANTING PITS SHALL BE BACKFILLED WITH A PLANTING SOIL MIXTURE OF ONE (1) PART ORIGINAL SOIL AND ONE (1) PART TOPSOIL, THOROUGHLY MIXED (UNLESS OTHERWISE NOTED ON THE DETAILS OR LOCAL LANDSCAPE CODE AND REQUIREMENTS. THE CONTRACTORS SHALL PROVIDE A SAMPLE OF MIXTURE TO THE OWNER/OWNER'S REPRESENTATIVE (LANDSCAPE ARCHITECT) PRIOR TO INSTALLATION.
7. PLANT GROUNDCOVER AND ANNUAL BEDS IN SAME MIXTURE AS SHRUBS. THE LANDSCAPE CONTRACTOR SHALL WATER ALL LANDSCAPE AREAS TO POINT OF SATURATION IMMEDIATELY AFTER PLANTING & MULCHING. ALL PLANTED AREAS ARE TO BE FERTILIZED WITH GRANULAR FERTILIZER. LANDSCAPE CONTRACTOR SHALL PROVIDE SOIL TEST RESULTS AND PROPOSED FERTILIZER APPLICATION RATES TO THE OWNER OR OWNER'S REPRESENTATIVE (LANDSCAPE ARCHITECT) FOR WRITTEN APPROVAL PRIOR TO APPLICATION.
8. ALL PLANT MATERIAL SHALL BE NURSERY GROWN AND COMPLY WITH CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK. PLANTS NOT IN COMPLIANCE WILL BE REJECTED AND REPLACED WITH PLANTS THAT MEET THE REQUIRED STANDARDS.
9. SPRAY TREES AND SHRUBS WITH AN ANTI-DESICCANT IF FOLIAGE IS PRESENT.
10. EVERGREEN TREES AND SHRUBS SHALL BE PLANTED IN THE SAME MANNER AS DECIDUOUS MATERIAL IS PLANTED.
11. DO NOT PRUNE ANY PLANT MATERIAL UNTIL IT HAS BEEN INSPECTED AND ACCEPTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
12. ALL LANDSCAPE MATERIAL SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE BEFORE INSTALLATION. PLANT MATERIALS MAY BE VIEWED AT LANDSCAPE CONTRACTOR'S HOLDING SITE OR ON-SITE. ALL PLANT MATERIALS INSPECTED ON-SITE FOUND TO BE UNACCEPTABLE SHALL BE REMOVED FROM THE SITE WITHIN 5 DAYS (ONE WORKING WEEK) OF INSPECTION.
13. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE (LA) OF THE AVAILABILITY OF THE MATERIALS TO BE INSPECTED PRIOR TO COORDINATING AN ON-SITE INSPECTION.
14. ALL FIELD LANDSCAPE CHANGES MUST BE APPROVED IN WRITING BY THE OWNER OR OWNER'S REPRESENTATIVE (LA) PRIOR TO INSTALLATION.
15. EXISTING PLANT MATERIAL IS TO BE EVALUATED BY THE LANDSCAPE ARCHITECT FOR POSSIBLE RELOCATION ON SITE.
16. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT FORTY-EIGHT (48) HOURS BEFORE BEGINNING ANY WORK.
17. ALL PLANT MATERIAL SHALL BE SUPPLIED BY APPROPRIATE SOURCES (IF SPECIFIED ON PLANS OR SPECIFICATIONS) TO PREVENT UNDUE STRESS OR PROLONGED ACCLIMATIZATION WHICH WOULD INHIBIT PLANT GROWTH.
18. THE LANDSCAPE CONTRACTOR SHALL VERIFY PLANT QUANTITIES SHOWN ON PLAN AND IN PLANT LIST. IF DISCREPANCIES OCCUR, LANDSCAPE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT IMMEDIATELY. (QUANTITIES SHOWN ON PLANS TAKE PRECEDENCE.)
19. EVERGREEN TREES TO BE A MINIMUM OF 6' IN HEIGHT AT TIME OF PLANTING / DECIDUOUS TREES TO BE 2" DBH MIN AT TIME OF PLANTING UNLESS NOTED OTHERWISE. (SEE PLANT SCHEDULE/LIST FOR POTENTIAL LARGER PLANT MATERIAL SPECIFIED OR REQUIRED).
20. MULTI-TRUNK PLANT MATERIAL SHALL BE ONE PLANT GROWN FROM SINGLE SEEDLING. (NO CLUMP MULTI-PLANT STOCK WILL BE ACCEPTED).
21. IF NOTED BY THE LANDSCAPE ARCHITECT, CITY/TOWN/COUNTY STAFF INSPECTORS, THAT THE CENTRAL LEADER OF ANY TREE HAS BEEN CUT IN THE HISTORY OF THE PLANT'S GROWTH, THE MATERIAL SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
22. THE DECISION OF THE HEALTH, SIZE, LOCATION OR TYPE OF PLANT MATERIAL BY LANDSCAPE ARCHITECT WILL BE FINAL.

CANOPY LAND DESIGN

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1522 BRANSON AVE KNOXVILLE TN 37917
225.597.7403 CANOPYLANDDESIGN@GMAIL.COM

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TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2308

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 373 2025

Dog Park at MCFEE 917 MCFEE ROAD FARRAGUT, TN

landscape DETAILS

BID SET

DATE: 7/2/2025
8.11.2025- ADA NOTES

DRAWN BY: DB CHECKED BY: DB

landscape **DETAILS**

CANOPY LAND DESIGN

L.30

SHEET 13 OF 15

plantSCHEDULE

KEY	NAME	SIZE	SPACING	NOTES	QUANTITY
canopyTREES					
AR	Acer Rubrum 'October Glory'	2" CAL			6
BN	Betula Nigra RIVER BIRCH	2" CAL			3
NS	Nyssa Sylvatica BLACK GUM/ TUPELO	2" CAL			3
PO	Platanus Occidentalis AMERICAN SYCAMORE	2" CAL			3
QN	Quercus Nuttalli NUTTAL OAK	2" CAL			3
TD	Taxodium Distichum BALD CYPRESS	2.5" CAL			1
					19
understoryTREES					
CJ	Cryptomeria Japonica 'Radicans' JAPANESE CEDAR	6' HT		MATCH	8
CV	Crataegus Viridis 'Winter King' HAWTHORNE	2" CAL	AS SHOWN	3' CLEAR TYP	6
MV	Magnolia Virginiana SWEETBAY MAGNOLIA	8' HT			5
					19
SHRUBS					
AK	Abelia 'Kaledoscope' DWARF ABELIA	36" HT		FULL/MATCH	42
PV	Cornus Sericea RED OSIER DOGWOOD (RED TWIG)	36" HT	AS SHOWN	FULL/MATCH	2
RO	Rosmanius Officinalis ROSEMARY	36" HT	AS SHOWN	FULL/MATCH	5
VR	Viburnum Rhytidophyllum LEATHERLEAF VIBURNUM	36" HT	AS SHOWN	FULL/MATCH	6
					55
groundcoversGRASSES					
FS	Carex Vulpinoidea FOX SEDGE		PLUGS @ 36" OC. (B O-RETENTION AREA)		574
F-SEED	Fescue 'Kentucky 31' (SEED)		ALL DISTURBED AREAS		
WSM	Native Wetland Seed Mix		5,165 SF (AS SHOWN)		

1 PLANT SCHEDULE
SCALE: NTS

SEEDING NOTES:
1. UNLESS OTHERWISE NOTED, SEEDING SHALL BE INSTALLED ON ALL CUT AND FILL SLOPES, ROADWAY SHOULDERS, AND DISTURBED AREAS GENERATED BY CONSTRUCTION (REGARDLESS OF PLAN AREAS).
2. SEEDING SHALL BE INSTALLED AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. LANDSCAPE CONTRACTOR SHALL REFER TO SEEDING TABLES FOR APPLICATION RATES):
3. SHAPE AND SMOOTH GRADE WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION FOR SEEDING AND MAINTENANCE PURPOSES.
4. SPREAD LIME AND FERTILIZER IN DRY FORM UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. SCARIFY SEEDBED TO A DEPTH OF 1" TO 4" AS DETERMINED ON-SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED, AND FIRMED PRIOR TO SEED INSTALLATION.
5. DISTRIBUTE SEED UNIFORMLY OVER FRESHLY PREPARED SEEDBED WITH CULTIPACKER-SEEDER, DRILL, ROTARY SEEDER, OR OTHER MECHANICAL OR HAND SEEDER. WITHIN 24 HOURS AFTER SEEDING, STRAW OR HAY MULCH SHALL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25% OF THE GROUND SURFACE EXPOSED. MULCH SHALL BE SPREAD WITH BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AS IT IS SPREAD. A DISK HARROW WITH THE DISK SET OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL.
6. WITHIN 24 HOURS AFTER SEEDING AN PLACEMENT OF MULCH, WATER AREA TO A SATURATION DEPTH OF 12".

MAINTENANCE:
1. WHEN SEED/PLANTS ARE 2" TO 4" TALL, TOP-DRESS AREA WITH SEED AND APPLY FERTILIZER (5-10-15) AT A RATE OF 300 LBS. / ACRE.
2. AT THE BEGINNING OF THE SECOND GROWING SEASON, APPLY FERTILIZER (5-10-15) AT A RATE OF 800 LBS. / ACRE.

SOIL AMENDMENTS	
ITEM	APPLICATION RATE
AGRICULTURAL LIMESTONE	4000 LBS/ACRE
FERTILIZER (5-10-15)	1500 LBS/ACRE
STRAW	4000 LBS/ACRE
HAY	5000 LBS/ACRE

SEEDING SCHEDULE		
DATE	SPECIES	APPLICATION RATE
FEB 1 - APR 15	KENTUCKY 31 (FESCUE)	50 LBS/ACRE
APR 15 - AUG 1	HULL COMMON (BERMUDA)	10 LBS/ACRE
AUG 1 - DEC 1	KY 31 (FESCUE)/ANNUAL RYE	25 LBS/ACRE

Eastern West Virginia OBL Wetland Mix - ERNMX-283

Botanical Name	Common Name
41.00 % Carex vulpinoidea, PA Ecotype	Fox Sedge, PA Ecotype
34.50 % Carex lurida, PA Ecotype	Lurid Sedge, PA Ecotype
12.00 % Carex scoparia, PA Ecotype	Blunt Broom Sedge, PA Ecotype
5.00 % Sparganium americanum	Eastern Bur Reed
3.00 % Juncus effusus	Soft Rush
1.00 % Carex grayi, PA Ecotype	Gray's Sedge, PA Ecotype
1.00 % Scirpus cyperinus, PA Ecotype	Woolgrass, PA Ecotype
0.70 % Carex stricta, PA Ecotype	Tussock Sedge, PA Ecotype
0.50 % Alisma subcordatum	Mud Plantain
0.50 % Mimulus ringens, PA Ecotype	Square Stemmed Monkeyflower, PA Ecotype
0.50 % Scirpus validus, PA Ecotype	Softstem Bulrush, PA Ecotype
0.30 % Lobelia siphilitca	Great Blue Lobelia
0.00 % Carex lupulina, PA Ecotype	Hop Sedge, PA Ecotype

100.00 %
Seeding Rate: 20 lb per acre, or 1.5 lb per 1,000 sq ft

Ernst Conservation Seeds (www.ernstseed.com)
8884 Mercer Pike
Meadville, PA 16335
(800) 873-3321 Fax (814) 336-5191

NOTE - COVER CROP
JAPANESE MILLET (10LBS/ACRE) MAY 1 - AUG 31
GRAIN RYE (30LBS/ACRE) SEPT 1 - APRL 30

2 GRASS / SEEDING NOTES AND RATES
SCALE: NTS

CANOPY LAND DESIGN

BID SET

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.597.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

Dog Park at **MCFEE** 917 MCFEE ROAD
FARRAGUT, TN

landscape**DETAILS**

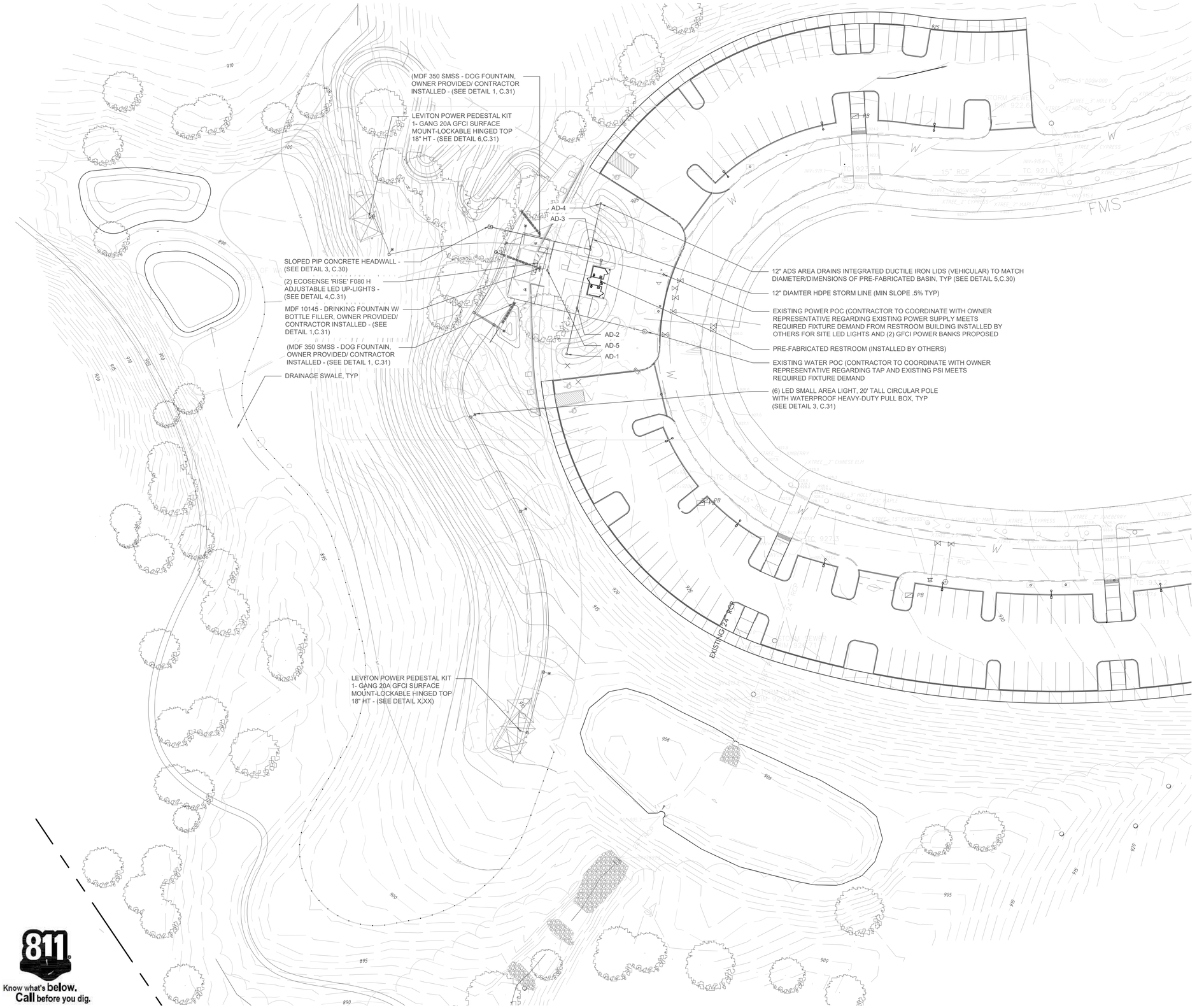
DATE:
7/7/2025
8/11/2025- ADA NOTES

DRAWN BY: DB CHECKED BY: DB

landscape
DETAILS

L.31

SHEET 14 OF 15



SANITARY NOTES:

..
1. ALL WASTEWATER PIPE CONSTRUCTION MUST CONFORM TO ALL REGULATED (CITY/COUNTY/TOWN) UTILITIES DEPARTMENT SEWER STANDARDS AND SPECIFICATIONS.
2. CONSTRUCTION PERMITS AND A MANDATORY PRE-CONSTRUCTION CONFERENCE, WITH INSPECTOR BY APPOINTMENT ONLY, ARE REQUIRED PRIOR TO ANY SEWER WORK.
3. COMPACTION OF THE BACKFILL OF ALL UTILITY TRENCHES SHALL BE COMPACTED TO THE DENSITY OF 96% OF THE THEORETICAL MAXIMUM DENSITY.
4. BACKFILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS OR OTHER FOREIGN DEBRIS AND SHALL BE PLACED AT OR NEAR OPTIMUM MOISTURE. CORRECTION OF ANY TRENCH SETTLEMENT WITHIN A YEAR FROM DATE OF APPROVAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. CONTRACTOR TO FIELD VERIFY LOCATION AND INVERT ELEVATIONS OF WASTEWATER PIPE FOR CONNECTION TO EXISTING WASTEWATER SYSTEMS.
6. FOR ALL CONSTRUCTION ALONG AND/OR ACROSS WATERWAYS, BANK STABILIZATION AND PROTECTION SHALL BE REQUIRED AS PER EROSION CONTROL REQUIREMENTS AND THE LAWS OF (LOCAL JURISDICTION).
7. ALL PROPOSED SANITARY SEWER PIPING IS TO BE INSTALLED AT A MINIMUM SLOPE OF 1.0% UNLESS OTHERWISE STATED (SEE SANITARY SEWER PROFILES FOR ADDITIONAL INFORMATION).
8. SEWERS SHOULD BE LAID AT LEAST 10' HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN WITH THE WATER MAIN ABOVE THE SEWER PIPE. SEWERS CROSSING WATER MAINS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUAL DISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS.
9. WHERE A WATER MAIN CROSSES UNDER A SEWER, EITHER THE WATER MAIN OR THE SEWER SHOULD BE DUCTILE IRON OR SHALL BE ENCASED IN DUCTILE IRON OR CONCRETE FOR A MINIMUM OF ONE FULL JOINT LENGTH ON EACH SIDE OF THE CROSSING.
10. ALL SANITARY SEWER PIPE SHALL BE SDR-35 PVC OR SCHEDULE 40 FOR DEPTHS FROM 6' TO 16' AND DIP FOR DEPTHS LESS THAN 6' OR MORE THAN 16'.

WATER NOTES:

1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE WATER SYSTEM MUST COMPLY WITH ALL REGULATED CITY/COUNTY/TOWN AND/OR PUBLIC UTILITY COMPANIES OR DEPARTMENTS STANDARDS, SPECIFICATIONS AND INSPECTION REQUIREMENTS.
2. ALL WATER SERVICE LINES SHALL BE EQUIPPED WITH BACKFLOW PREVENTION DEVICES.
3. THRUST BLOCKS TO BE USED AT ALL BENDS, PLUGS AND TEES ON LINES 4" AND LARGER.
4. FIRE HYDRANTS SHOWN IN THE RADIUS OF A CURVE SHALL BE FIELD ADJUSTED SO THAT THE ACTUAL INSTALLATION OF FIRE HYDRANTS WILL BE A MINIMUM OF 3' OUTSIDE CURVE RADII.
5. ANY CHANGES TO THE WATER DRAWINGS MUST BE APPROVED BY THE REGULATED CITY/COUNTY/TOWN REGULATED UTILITY DEPARTMENT.
6. ALL FIRE HYDRANTS TO CONFORM TO THE SPECIFICATIONS OF CITY/COUNTY/TOWN REQUIREMENTS.
7. WATERLINE ROUTING SHOWN IS DIAGRAMMATIC AND MAY BE MODIFIED IF REQUIRED FOR INSTALLATION OF PROPOSED DRINKING FOUNTAINS SHOWN.

POWER NOTES:

1. ALL POWER LINE ROUTING SHOWN IS SCHEMATIC / DIAGRAMMATIC IN NATURE AND SHOWN FOR SOLE USE TO IDENTIFY PORTIONS OF THE SITE AND / OR COMPONENTS THAT WILL REQUIRE POWER SERVICE.
2. ELECTRICAL ENGINEERING SUB-CONSULTANTS IS NOT IN THE CANOPY LAND DESIGN SCOPE OF WORK OR SERVICES. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND PROVIDING SEALED / STAMPED ELECTRICAL PLANS AS NEEDED OR REQUIRED BY LOCAL MUNICIPALITY OR UTILITY DEPARTMENT.
3. CONTRACTOR TO CONFIRM AND COORDINATE ANY IMPROVEMENTS OR UPGRADES TO EXISTING POWER SERVICE AS NEEDED OR REQUIRED FOR PROPOSED LED FIXTURES OR GFCI POWER BANK KITS AS SHOWN.
4. INSTALLATION AND MODIFICATIONS TO EXISTING OR PROPOSED ELECTRICAL SERVICE SHALL MEET ALL CURRENT CODE REQUIREMENTS AS DETERMINED AND USED BY CITY/COUNTY/TOWN ORDINANCE.
5. ANY CHANGES OR MODIFICATIONS TO THE PROPOSED ROUTING AND DESIGN SHALL BE SUBMITTED IN WRITING AND REIVEWED / APPROVED BY LOCAL JURISDICTION OR UTILITY DEPARTMENT PRIOR TO CONSTRUCTION OR DEMOLITION.

PROPERTY INFORMATION:

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

UTILITY PROVIDERS:

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

BID SET

CANOPY LAND DESIGN

N

0 1.5' 30' 60'

SCALE: 1"=30'-0"

811 Know what's below. Call before you dig.

DANIEL BOUTTE REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 371 LANDSCAPE ARCHITECTURE 2025

CANOPY LAND DESIGN, LLC
1522 BRANSON AVE KNOXVILLE, TN 37917
225.939.7403 CANOPYLANDDESIGN@GMAIL.COM

OWNER:
TOWN OF FARRAGUT
11408 MUNICIPAL CENTER DR.
FARRAGUT, TN 37934

PROJECT#: 2508

Dog Park at MCFEE 917 MCFEE ROAD
FARRAGUT, TN

utility PLAN

DATE: 7/2/2025

DRAWN BY: DB CHECKED BY: DB

utility
PLAN

U.10

SHEET 15 OF 15

Agenda Number: VI.C. **Meeting Date: January 8, 2026**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Ronald Oestreich, Parks & Recreation Director

Subject: Approval of Change Order 002 to Contract 25-15, Mayor Bob Leonard Park Pickleball Complex

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Introduction & Background: The purpose of this item is the approval of a Change order (approving Liquidated Damages), for contract 2025-15 Mayor Bob Leonard Park Pickleball Complex. The Board of Mayor and Aldermen awarded Contract 2025-15 in May 2025. The project included the construction of a 9-court Pickleball complex and a two ADA spot parking lot on the west side of Mayor Bob Leonard Park.

Discussion & Recommendations: Staff, along with our project design/construction management team (Ross/Fowler) recommend approval of CO-002: Application of liquidated damages of $25,500. This amount will be deducted from the final payment to the total price of the contract due to the project's late completion (51 days @ $500 per day). The contract total prior to the change order was $901,905. The amended Contract Sum, including the Liquidated Damages reduction, is $876,405.02. Staff recommends approval of Change Order 002.

Financial Section
Account Number: 310-43939-9170; MBLP Pickleball Complex

Total Budget	Requested Amount	Expenditures to Date	Remaining Amount
$1,373,425.00	-25,500 LD	$901,905.02	$479,019.98

Approved by: Michelle Pence, Director of Administrative Services

Recommended By: Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion: Approve Change Order 002 for Contract number 2025-15 applying liquidated damages totaling $25,500 for Mayor Bob Leonard Park Pickleball Complex.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Mayor Bob Leonard Park Pickleball Courts 301 Watt Road Farragut, TN 37934	**CONTRACT INFORMATION:** Contract For: General Construction Date: 04-28-2025	**CHANGE ORDER INFORMATION:** Change Order Number: 002 Date: 11-21-2025
OWNER: *(Name and address)* T own of Farragut 11408 Municipal Center Drive Farragut, Tennessee 37934	**ARCHITECT:** *(Name and address)* Ross/Fowler, P.C. 5103 Kingston Pike Suite 105 Knoxville, TN 37919	**CONTRACTOR:** *(Name and address)* Baseline Sports Construction, LLC 3600 Henson Road Knoxville, TN 37921

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
The contract completion date was September 30, 2025. The contractor completed the project November 20, 2025. The project was delinquent by 51 days. Liquidated damages of $500/day are assessed for a total of $25,500.

The original Contract Sum was	$ 892,742.00
The net change by previously authorized Change Orders	$ 9,163.02
The Contract Sum prior to this Change Order was	$ 901,905.02
The Contract Sum will be decreased by this Change Order in the amount of	$ -25,500.00
The new Contract Sum including this Change Order will be	$ 876,405.02

The Contract Time will be unchanged by (0) days.
The new date of Substantial Completion will be 11-20-2025

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
BY: David W. Craig, Principal	BY: John W. Ferguson, President	BY: David Smoak Town Administrator
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
12/3/25	12/4/25	
Date	*Date*	*Date*

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User Notes: (6920dcb9b57084fcce8839cc)

Agenda Number: VI.D. **Meeting Date: January 8, 2026**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Payment to Tennessee Department of Transportation for Decorative Lighting on SR-332 (Concord Road) Project

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Introduction & Background: The purpose of this item is to authorize payment to the Tennessee Department of Transportation (TDOT) for installation of decorative lighting as part of the SR 332 (Concord Road) project that was completed in 2022.

Discussion & Recommendations: The Tennessee Department of Transportation (TDOT) is in the process of closing out the SR 332 (Concord Road) project that was completed in 2022. The Town recently received an invoice from TDOT for $55,704.63. This amount is the remainder of costs associated with the decorative lighting and decorative mast arms for the signal at the intersection of Concord Road and Turkey Creek Road. Attached is the original contract between TDOT and the Town, along with Amendments 1 and 2 to the contract. The amendments show that the Town is responsible for a 20% match of costs for the decorative items, which were originally estimated to be a total of $240,300 (thus, the Town's original deposit of 20% of $240,300, or $48,060). The actual cost of the decorative items was $575,400 which adjusts the 20% match cost to $115,080. Consequently, the Town is responsible for an additional $55,704.63 ($115,080.00 minus $48,060 initial deposit and interest of $11,315.37).

Financial Section
Account Number:310-43500-9310 - Concord Road Lighting

Total Budget	Requested Amount	Expenditures to Date	Remaining Amount
$200,000	$55,704.63	$48,060	$96,235.37

Approved By:Michelle Pence, Director of Administrative Services

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve payment of $55,704.63 to the Tennessee Department of Transportation for decorative lighting on SR-332 (Concord Road) project.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
FINANCE DIVISION
SUITE 800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2261

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

November 18, 2025

Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

RE: SR-332, (Concord Road), Turkey Creek to Northshore Drive; STP/HIP-M-332(9); 47033-3223-54; PIN 107777.00

Enclosed is a Statement of Progress Costs for the above referenced project, along with a copy of the invoice that summarizes the amount due. This billing is in accordance with the agreement between the Town of Farragut and the State of Tennessee Department of Transportation. The Town of Farragut owes a balance of **$55,704.63**. Please submit a deposit for that amount into LGIP account 3-47-940-10. As an alternative, you can send a check payment for that amount, made payable to the Tennessee Department of Transportation, to the following address:

Tennessee Department of Transportation
Finance Division
Attn: Jeffrey Albritton
312 Rosa L. Parks Avenue
20th Floor - Finance
Nashville, TN 37243

Should you need additional information, please feel free to contact me at 615-532-5298 or at jeffrey.albritton@tn.gov.

Sincerely,

Jeffrey Albritton

Jeffrey Albritton
Accountant 3
TDOT Centralized Accounting Office

STATEMENT OF PROGRESS COSTS		11/18/2025			
Bill to:	**Town of Farragut**	**Federal Project Number:**		**STP/HIP-M-332(9)**	
PROJECT DESCRIPTION:		**SR-332, (Concord Road), Turkey Creek to Northshore Drive**			
STATE PROJECT NUMBERS:		Prelim. Engineer	Right-of-Way	Construction 47033-3223-54	
FUNDING METHOD:				LGIP 3-47-940-10	
CUSTOMER CONTRACT NUMBER(S)				TN1000000013604	**TOTALS**
COST SUMMARY PRELIMINARY ENGINEERING COSTS:					$ -
RIGHT-OF-WAY COSTS:					$ -
CONSTRUCTION COSTS: Construction Contract Payments Other Expenditures				$ 575,400.00 $ -	$ 575,400.00 $ -
TOTAL PROJECT COSTS		$ -	$ -	$ 575,400.00	$ 575,400.00
PROJECT PARTICIPANTS:					
Federal Highway Administration **Town of Farragut**	80.00% 20.00%			$ 460,320.00 $ 115,080.00	$ 460,320.00 $ 115,080.00
TOTAL PARTICIPANT COSTS		$ -	$ -	$ 575,400.00	$ 575,400.00
CALCULATED AMOUNT OWED/DUE					
Town of Farragut's SHARE OF COSTS LESS: PRIOR DEPOSITS/PAYMENTS LESS: INTEREST		$ -	$ -	$ 115,080.00 $ (48,060.00) $ (11,315.37)	$ 115,080.00 $ (48,060.00) $ (11,315.37)
AMT DUE TDOT OR BALANCE REMAINING		$ -	$ -	$ 55,704.63	$ 55,704.63

TENNESSEE DEPARTMENT OF TRANSPORTATION

INVOICE

INVOICE DATE:	11/18/2025	INVOICE NUMBER:	1524368
In Account With: **000000000000260**		This invoice includes cost incurred and payment received as of the invoice date	

Payment Terms Net 30	**Customer Address:**	Contact Person(s):
	Town of Farragut 11408 Municipal Center Drive Farragut, TN 37934	

PLEASE REMIT YOUR PAYMENT TO:

TENNESSEE DEPARTMENT OF TRANSPORTATION
Finance Division
ATTN: Jeffrey Albritton
312 Rosa L. Parks Avenue, 20th Floor - Finance
Nashville, TN 37243

Federal Project Number	STP/HIP-M-332(9)	
State Project Number		
State Project Number		
State Project Number	47033-3223-54	$ 115,080.00
Description:	**SR-332, (Concord Road), Turkey Creek to Northshore Drive**	
TOTAL COSTS TO DATE		$ 115,080.00
LESS: TOTAL PAYMENTS TO DATE		$ (59,375.37)
TOTAL AMOUNT DUE THIS BILLING		**$ 55,704.63**

FOR T.D.O.T. FINANCE DIVISION USE ONLY:

Project Number	Cat#	Line Item#	Item Code	Unit	Description	Quantity		Amount	
						Bid:	0.000	Unit Price:	1.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	9019	109-01.01	DOLL	PAY ADJUSTMENT FOR FUEL	Total:	0.000	Total:	0.00
						Bid:	0.000	Unit Price:	1.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	9023	109-01.02	DOLL	PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL.	Total:	0.000	Total:	0.00
						Bid:	34.000	Unit Price:	9,550.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1700	714-08.09	EACH	LIGHT STANDARDS (DESCRIPTION) / (DECORATIVE)	Total:	34.000	Total:	324,700.00
						Bid:	34.000	Unit Price:	2,390.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1710	714-09.09	EACH	LUMINAIRES (DESCRIPTION) / (DECORATIVE)	Total:	34.000	Total:	81,260.00
						Bid:	22.000	Unit Price:	2,390.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1720	714-09.10	EACH	LUMINAIRES (DESCRIPTION) / (DECORATIVE)	Total:	22.000	Total:	52,580.00
						Bid:	22.000	Unit Price:	1,330.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1730	714-14.03	EACH	MASTARM (DESCRIPTION) / (DECORATIVE BRACKET ARM - 6')	Total:	22.000	Total:	29,260.00
						Bid:	1.000	Unit Price:	20,700.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1740	730-23.36	EACH	CANTILEVER SIGNAL SUPPORT (DESCRIPTION) / (DECORATIVE-1 ARM @ 48')	Total:	1.000	Total:	20,700.00
						Bid:	1.000	Unit Price:	20,700.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1750	730-23.37	EACH	CANTILEVER SIGNAL SUPPORT (DESCRIPTION) / (DECORATIVE-1 ARM @ 50')	Total:	1.000	Total:	20,700.00
						Bid:	1.000	Unit Price:	21,000.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1760	730-23.38	EACH	CANTILEVER SIGNAL SUPPORT (DESCRIPTION) / (DECORATIVE-1 ARM @ 52')	Total:	1.000	Total:	21,000.00
						Bid:	1.000	Unit Price:	25,200.00
						This Est:	0.000	This Est:	0.00
47033-3223-54	110	1770	730-23.39	EACH	CANTILEVER SIGNAL SUPPORT (DESCRIPTION) / (DECORATIVE-1 ARM @ 67')	Total:	1.000	Total:	25,200.00

TOTAL COSTS	$575,400.00
CITY OF FARRAGUT'S PERCENTAGE	20.00%
CITY OF FARRAGUT'S SHARE OF COSTS	$115,080.00
LESS: DEPOSITS/PAYMENTS	($48,060.00)
LESS: INTEREST	($11,315.37)
AMOUNT DUE	$55,704.63

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-3301

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 30, 2018

The Honorable Ron Williams
Mayor
11408 Municipal Center Drive
Farragut, Tennessee 37934

SUBJECT: Surface Transportation Program.
STP/HIP-M-332(9); SR-332, North of Turkey Creek Road to Northshore Drive.
Knox County

Dear Mayor Williams:

In accordance with the agreement between the Department and the Town of Farragut, the Department has awarded the contract on the subject improvement to Summers-Taylor. Incorporated, with a low bid of $10,192,277.64.

I am transmitting a certified copy of the Tabulation of Bids. The construction cost, based on estimated quantities, is $11,211,505.00, including the low bid plus 10% for engineering and contingencies. $9,559,484.00 of this cost is financed with federal and state funds. $1,411,721.00 is for non-participating utilities. The remaining $240,300.00, which covers the decorative lighting, is financed with federal and local funds. Therefore, the Town of Farragut's share of this cost is 20% or $48,060.00, which has already been deposited in the State Treasurer's Local Government Investment Pool. It should be noted that quantity changes could cause adjustments in cost to be necessary upon completion of this project.

If you should need any additional information concerning this project, please advise.

Sincerely,

Ronnie Porter
Transportation Director
Program Development and Administration

RP/lrp
Enclosure

cc: Mr. Jeffrey Welch
Mr. Paul Degges
Mr. Steve Borden
Ms. Vonda Lane
Ms. Whitney Britt

CONTRACT NO: 070201

PROJECT IDENTIFICATION NO: 107777.00

THIS CONTRACT # 070201, between **The State of Tennessee, Department of Transportation,** herein referred to as the **"Department"** and the Town of Farragut, hereinafter referred to as the **"Agency"** is made and entered into this 12th day of February, 2008.

1.00 PROJECT ACTIVITIES BY THE DEPARTMENT: The project to be considered hereunder is described in **EXHIBIT "A"** attached hereto and incorporated into this Contract. The project described in said **EXHIBIT "A"** is hereinafter referred to as the "Project". All phases of the Project as described in said **EXHIBIT "A"** will be managed by the Department in accordance with one or more of the methods regularly used by the Department for similar Projects.

1.01 RIGHT-OF-WAY

Transfer of rights-of-way. At no cost to the Department, the Agency will transfer or cause to be transferred to the State of Tennessee, in the case of a road on the state system of highways, or shall provide, in the case of a road not on the state system, all land required for right-of-way or easement purposes, as shown on the plans that is owned by the Agency or by any of their instrumentalities and that is presently in use for, or dedicated for, road or other public way purposes.

1.02 UTILITIES AND RAILROAD:

1.02(a) If the Agency chooses to exempt this Project from the provisions of TCA 54-5-804 or the Department finds it ineligible, the Agency agrees to assist in the relocation or adjustment of utility facilities as follows:

1) Where utility facilities owned by the Agency or one of their instrumentalities are located within the proposed right-of-way of the Project, the Agency will be responsible for such relocation or adjustment of those facilities, as the Department determines is necessary and so notifies the Agency in writing.

2) Where utility facilities owned by entities other than the Agency is located within the proposed right-of-way of the Project and on property presently owned by the Agency, the Agency will take whatever action necessary to obtain removal or adjustment of such utility facilities if so requested by the Department in writing.

1.02(b) If the Project lies on a local road and the Agency chooses to authorize local utilities to remain in place during construction, it does so for its own benefit and it assumes sole responsibility for damages resulting from such authorization, including without limitation as follows:

1) The Agency will be solely responsible for claims for damages under construction contract incurred by the State contractor due to delays resulting from the Agency's authorization for local utilities to remain in place during construction.

2) The Agency shall be solely responsible for all other claims arising from their authorization for local utilities to remain in place during construction. The extent of that liability shall be determined in accordance with the Governmental Tort Liability Act, T.C.A. 29-20-101 et.seq.

1.02(c) In the event that a railroad is involved, Project costs may be increased by federally required requirements. The Agency agrees to provide its contractual share of actual costs of any requirements when so requested by the Department in writing. The Agency shall provide such services as necessary to realize these requirements if requested by the Department in writing and may have to enter into additional agreements.

1.03 **CONSTRUCTION:** When the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the construction contract. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

2.00 STANDARD TERMS

2.01 **Termination for Convenience:** The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount, for which the Department is liable, shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

2.02 **Termination for Cause:** If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

2.03 **Records:** The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is

made. Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2.03(a) The Department agrees to keep accurate accounting records of Project expenditures and said records shall be available for review for a period of three (3) years from the date the final payment is made to the contractor.

2.03(b) The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

2.04 **Required Approvals:** The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

2.05 **Appropriation of Funds:** This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Local Government. Said termination shall not be deemed a breach of contract by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

2.06 **General Compliance with Federal, State, and Local Law:** The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this agreement.

2.07 **State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

2.08 **Terminology:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

2.09 **Modification:** This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

2.10 **Maintenance:** Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. Accordingly, except to the extent that the Department is responsible for maintaining such part of the project that lies on the State system of highways, as provided in TCA 54-1-126, 54-5-201, and 54-5-202, the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of the project, including maintenance and operation of all electrically operated devices together with their related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. To the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when construction of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of their maintenance responsibilities.

2.11 **Estimated Costs:** The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as on-the-ground surveys, geotechnical testing, searches of public records, market surveys, actual bids, etc. The parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

2.12 **Third Party Liability:** The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, TCA 29-20-101 et seq.

2.13 **Deposits:** Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

In consideration of the mutual premises, the parties hereto have caused this instrument to be executed on the day and date first above written.

IN WITNESS WHEREOF:

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

By: _____ FEB 11 2008

Gerald F. Nicely **Date**
Commissioner

APPROVED AS TO FORM AND LEGALITY:

By: _____ 12/18/07

John Reinbold **Date**
General Counsel

TOWN OF FARRAGUT

By: _____ 1-10-08

W. Edward Ford III **Date**
Mayor

APPROVED AS TO FORM AND LEGALITY:

By: _____ 1/18/08

Attorney for Farragut **Date**

EXHIBIT "A "

CONTRACT NO.: 070201

PROJECT IDENTIFICATION NO.: 107777.00

PROJECT DESCRIPTION: SR 332 Concord Road, Turkey Creek to Northshore Drive

TYPE OF WORK: Widen roadway, curb and gutter, sidewalks and bike lanes.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Preliminary Engineering to be accomplished by: TDOT
ROW to be accomplished by: State Acquire
Construction will be accomplished by: State Let

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE	M-STP	80	20	0	$1,050,000.00
PHASE	**FUNDING SOURCE**	**FED %**	**STATE %**	**LOCAL %**	**ESTIMATED COST**
ROW	M-STP	80	20	0	$1,418,687.00
PHASE	**FUNDING SOURCE**	**FED %**	**STATE %**	**LOCAL %**	**ESTIMATED COST**
CONST	M-STP	80	20	0	$4,413,955.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority:

CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency.

STP: 23 U.S.C.A., Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

NOTE: Where the local government is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown as OVERS above.

For federal funds included in this contract, the CFDA Number is 20.205.

TDOT Standard Contract Summary Form

Originating Office OFFICE OF LOCAL PROGRAMS

Return signed contract to Arran J. Addington

Original Contract ☒ Amendment ☐

Contract ☒ Grant ☐

Contractor: Town of Farragut

Amount: $6,882,000.00 per yr/Term/Life of Project

80 % Federal
20 % State
0 % Local

Term: _____ Ext. _____

Project Name and Number PIN:107777.00 SR-332, Turkey Creek to Northshore Dr

Description of Work or Purpose of Contract/Amendment _____

Road Widening, Curb and gutter

Method of Procurement:

- ☒ Low Bid
- ☐ F&A Service RFP
- ☐ Negotiated pursuant to F&A regs
- ☐ Brooks Act
- ☐ UT Contract Authority
- ☐ Other _____

If amendment, date and value of original contract: _____ $_____

Recommended for Commissioner's Signature: _____

Certified as to Availability of Funds: Neal Hamm BWS
Director of Finance

Amendment Number: 1

Agreement Number: 070201

Project Identification Number: 107777.00

Federal Project Number: STP-M-332(9)

State Project Number: 47033-3223-54

FOR IMPLEMENTATION OF SURFACE TRANSPORTATION PROGRAM ACTIVITY

THIS AGREEMENT AMENDMENT is made and entered into this 8th day of Dec., 2015 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the Town of Farragut (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Widening of SR-332 (Concord Rd) from Turkey Creek to Northshore Dr"

The language of AGREEMENT # 070201 dated February 12., 2008 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF FARRAGUT

By: Ralph McGill 11/12/15
Ralph McGill **Date**
Mayor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By:
John C. Schroer **Date**
Commissioner

DEC 08 2015

APPROVED AS TO
FORM AND LEGALITY

By: Thomas M. Hale 11/16/15
Tom Hale **Date**
City Attorney

APPROVED AS TO
FORM AND LEGALITY

By: 12/2/15
John Reinbold **Date**
General Counsel

EXHIBIT "A" for Amendment 1

AGREEMENT NUMBER: 070201
PROJECT IDENTIFICATION NUMBER: 107777.00
FEDERAL PROJECT NUMBER: STP-M-332(9)

PROJECT DESCRIPTION: SR-332 (CONCORD RD), TURKEY CREEK TO NORTHSHORE DR

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: WIDENING

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STP	80%	20%	0%	$750,000.00
PE-DESIGN	STP	80%	20%	0%	$300,000.00
ROW	STP	80%	20%	0%	$6,200,000.00
CONST	STP	80%	20%	0%	$4,572,857.00
CONST	STP	80%	0%	20%	$240,300.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Amendment Number: 2

Agreement Number: 070201

Project Identification Number: 107777.00

Federal Project Number: STP-M-332(9)

State Project Number: 47033-3223-54

FOR IMPLEMENTATION OF SURFACE TRANSPORTATION PROGRAM ACTIVITY

THIS AGREEMENT AMENDMENT is made and entered into this 22nd day of Oct., 2018 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the Town of Farragut (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Widening of SR-332 (Concord Rd) from Turkey Creek to Northshore Dr"

The language of AGREEMENT #070201 dated December 8, 2015 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF FARRAGUT

By: Ron Williams 8/13/18

Ron Williams — **Date**
Mayor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: OCT 22 2018

John C. Schroer — **Date**
Commissioner

APPROVED AS TO FORM AND LEGALITY

By: 8/27/18

Tom Hale — **Date**
City Attorney

APPROVED AS TO FORM AND LEGALITY

By: for John Reinbold 10-18-18

John Reinbold — **Date**
General Counsel

EXHIBIT "A" for Amendment 2

AGREEMENT NUMBER: 070201
PROJECT IDENTIFICATION NUMBER: 107777.00
FEDERAL PROJECT NUMBER: STP-M-332(9)

PROJECT DESCRIPTION: SR-332 (CONCORD RD), TURKEY CREEK TO NORTHSHORE DR

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: WIDENING

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STP	80%	20%	0%	$750,000.00
PE-DESIGN	STP	80%	20%	0%	$300,000.00
ROW	STP	80%	20%	0%	$6,200,000.00
CONST	STP	80%	20%	0%	$5,904,116.00
CONST	HIP	80%	20%	0%	$2,479,974.00
CONST	STP	80%	0%	20%	$240,300.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Agenda Number: VI.E. **Meeting Date: January 8, 2026**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Installation of Traffic Calming Measures for Union Road from Everett Road to Smith Road

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Introduction & Background:

This agenda item involves the proposed installation of two (2) sets of speed cushions on Union Road. On August 29, 2024, the Town of Farragut received a completed Traffic Calming Application from the residents of the Speed Zone on Union Road (the portion of Union Road between Everett Road and Smith Road) requesting consideration of traffic calming in the form of speed cushions.

Discussion & Recommendations:

A speed study was conducted and determined that excessive speeding is present in the speed zone. Excessive speeding is defined by an 85th percentile speed greater than 10 mph over the posted speed limit.

Table 1. Results of Union Road Speed Study (25 mph posted speed limit)

Approximate Location	**85th Percentile Speed**
12415 Union Road	40 mph/39 mph (depending on direction)
12504 Union Road	43 mph/38 mph (depending on direction)

Public Meeting

A public meeting was held August 6, 2025 to gauge support and obtain resident feedback. The support from the residents in attendance was overwhelmingly positive.

Vote Tabulation/Determination

The Traffic Calming Policy requires that greater than 50% of the returned ballots from the Speed Zone be in favor of traffic calming devices. 16 ballots were mailed out and a total of 7 votes were received, with 6 (86%) of those votes being in favor of traffic calming devices.

FMPC Consideration

On November 20, 2025, this traffic calming application proposal was presented to the FMPC for a recommendation to the Board of Mayor and Aldermen. The FMPC unanimously voted to recommend approval of installing the speed cushions at the two proposed locations.

Proposed Traffic Calming

Two (2) locations on Union Road were selected for the installation of speed cushions. The proposed speed cushions are comprised of injection molded composite material, are approximately 78-inches wide by 80-inches long and approximately 3-inches tall at the highest point. The speed cushions are designed for a vehicle speed of 15-20 mph. This type of cushion allows emergency vehicles to bypass the traffic calming device by providing a wheel gap between the bumps. However, the cushions are wide enough that no standard passenger vehicle or truck can easily bypass them. The speed cushions to be installed are bolt-down speed cushions, similar to what has previously been installed on Admiral Road, Sonja Drive, and Clover Fork Drive.

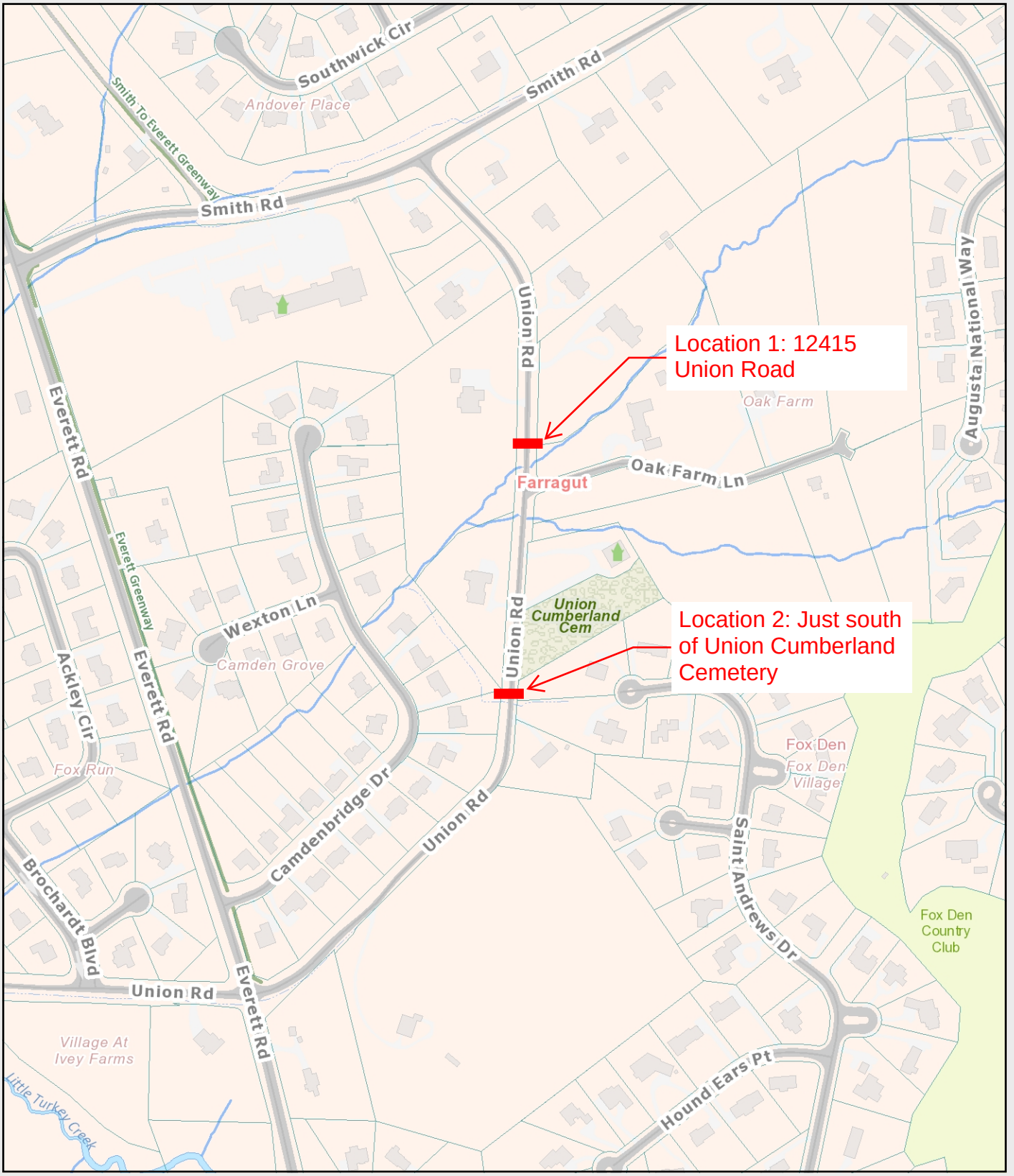
Plan: Two (2) locations for speed cushions

Schedule: Installation of bolt-down speed cushions to be completed by Town of Farragut Public Works staff as their schedule allows.

Cost: Estimated $6,000

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

Proposed Motion: To approve installation of Traffic Calming measures for Union Road from Everett Road to Smith Road.



Union Road Speed Cushion Locations

0 200 400 800

Feet

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SPEED
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MPH

Agenda Number: VI.F. **Meeting Date: January 8, 2026**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Eric Schindler, Assistant Town Engineer

Subject: Approval of Installation of Traffic Calming Measures for Midhurst Drive from the Eastern Intersection of Foxford Drive to Barbara Lane

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Introduction & Background:

This agenda item involves the proposed installation of three (3) sets of speed cushions on Midhurst Drive between the eastern intersection of Foxford Drive and the intersection of Barbara Lane. On December 30, 2024, the Town of Farragut received a Traffic Calming Application from the residents of the Speed Zone on Midhurst Drive requesting consideration of traffic-calming in the form of speed cushions.

Discussion & Recommendations:

A speed study was conducted and determined that excessive speeding is present in the speed zone. Excessive speeding is defined by an 85th percentile speed greater than 10 mph over the posted speed limit.

Table 1. Results of Midhurst Drive Speed Study (25 mph posted speed limit)

Approximate Location	**85th Percentile Speed**
11538 Midhurst Drive	39 mph/34 mph (depending on direction)

Public Meeting

A public meeting was held August 7, 2025 to gauge support and obtain resident feedback. The support from the residents in attendance was overwhelmingly positive.

Vote Tabulation/Determination

The Traffic Calming Policy requires that greater than 50% of the returned ballots from the Speed Zone be in favor of traffic-calming devices. 26 ballots were mailed out and a total of 14 votes were received, with 13 (93%) of those votes being in favor of traffic-calming devices.

FMPC Consideration

On November 20, 2025, this traffic calming application proposal was presented to the FMPC for a recommendation to the Board of Mayor and Aldermen. The FMPC unanimously voted to recommend approval of installing the speed cushions at the three proposed locations.

Proposed Traffic Calming

Three (3) locations on Midhurst Drive were selected for the installation of speed cushions. The proposed speed cushions are comprised of injection molded composite material, are approximately 78-inches wide by 80-inches long and approximately 3-inches tall at the highest point. The speed cushions are designed for a vehicle speed of 15-20 mph. This type of cushion allows emergency vehicles to more easily bypass the traffic-calming device by providing a wheel gap between the bumps. However, the cushions are wide enough that no standard passenger vehicle or truck can easily bypass them. The speed cushions to be installed are bolt-down speed cushions, similar to what has previously been installed on Admiral Road, Sonja Drive, and Clover Fork Drive.

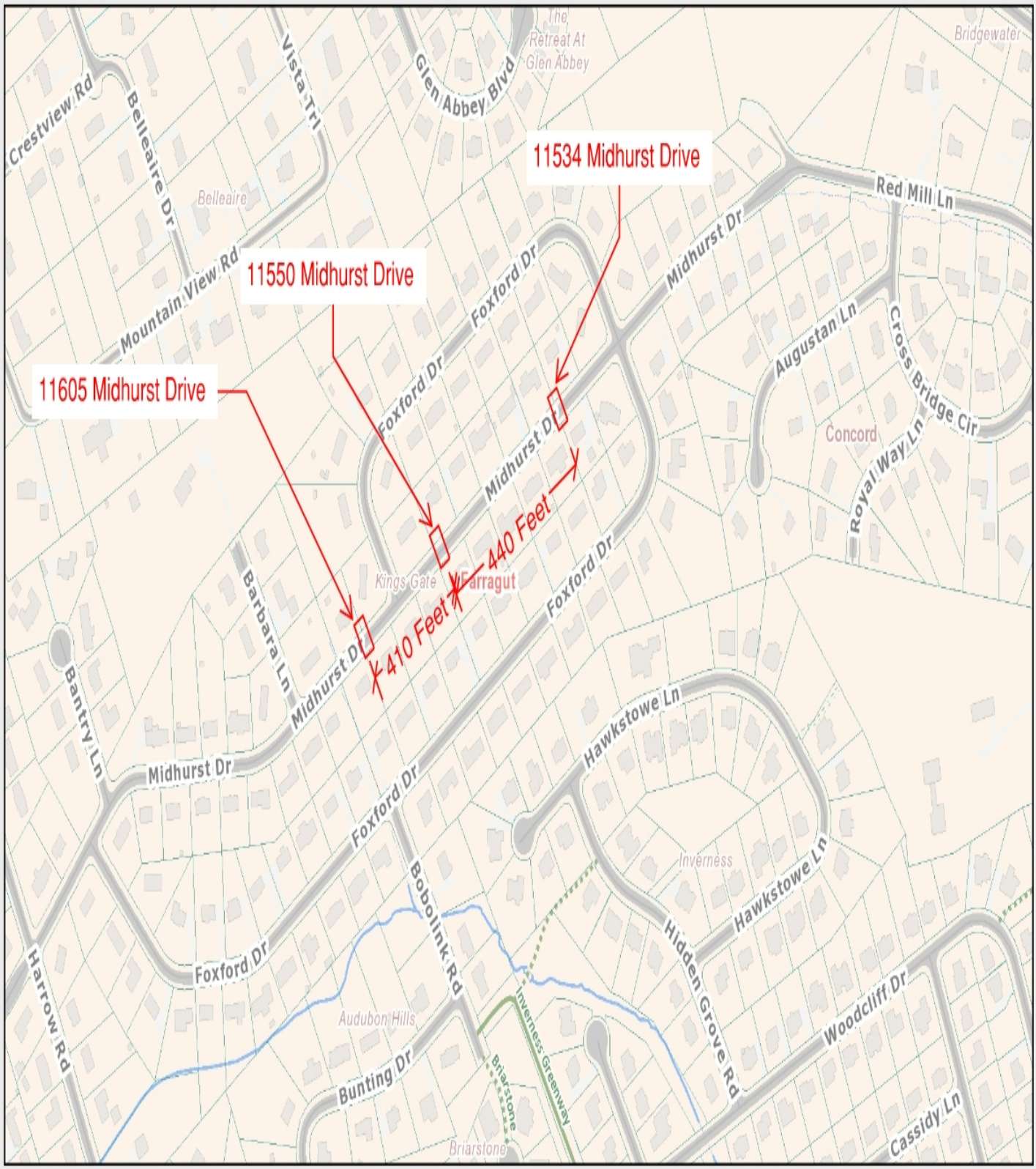
Plan: Three (3) locations for speed cushions

Schedule: Installation of bolt-down speed cushions to be completed by Town of Farragut Public Works staff as their schedule allows.

Cost: Estimated $8,000

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

Proposed Motion: To approve the installation of Traffic Calming measures for Midhurst Drive from the eastern intersection of Foxford Drive to Barbara Lane.



Proposed Speed Cushion Locations

0 200 400 800

Feet

Notes

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

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SPEED
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MPH

Agenda Number: VI.G. **Meeting Date: January 8, 2026**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Request for Supplement from JMT, Inc. for Additional Acquisition Services for Union Road Right of Way Acquisition

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Introduction & Background: The purpose of this item is to approve a request for supplement from JMT, Inc. for additional costs and services JMT has encountered during acquisition of right of way and easements on the Union Road improvements project.

Discussion & Recommendations: The Board of Mayor and Aldermen approved an agreement with JMT in 2022 to provide acquisition services for the Union Road project, with a projected fee of $214,335. Since that time, changes in the field and changes to the project plans have required additional services and costs that are outside JMT's original scope of work. The Board of Mayor and Aldermen have approved two supplement requests since 2022, increasing JMT's fees to $271,735. This request will increase JMT's fees an additional $5,472.50, for a total adjusted fee of $277,207.50. Please note that this project is funded through the Knoxville Regional Transportation Planning Organization, with a local match of 20%. The Town's portion of this supplement will be $1,094.50.

Financial Section

Account Number: 310-43720-8000; Union Rd — Right of Way Acquisition

Total Budget	Requested Amount	Expenditures to Date	Remaining Amount
$502,442.50	$5,472.50	$117,887.61	$379,082.39

Approved By:Michelle Pence, Director of Administrative Services

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve Request for Supplement from JMT, Inc. for additional right of way acquisition services and costs totaling $5,472.50 for the Union Road Right of Way Acquisition.

December 19, 2025

Darryl W. Smith, PE
Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

RE: Request and Justification for Supplement # 3
Union Road Improvements Project
JMT Job No. 22-V057012
State Project PIN 125045.00

Dear Mr. Smith:

On March 15, 2022, Vaughn & Melton Consulting Engineers entered into a contract with the Town of Farragut for an amount not to exceed $214,335.00 to provide professional engineering Right-of-Way services for the Union Road Improvements Project. As a result of the merger between Vaughn & Melton Consulting Engineers and Johnson, Mirmiran, and Thompson, Inc. (JMT), this contract was novated to JMT on April 7, 2023. Supplement #1 for $23,400 and Supplement #2 for $34,000 were previously approved for a not to exceed amount of $271,735.

Since that time, additional staking was approved to be completed on Tract 7 and additional effort was required by our agents to exhaust all possibilities of settlement prior to turning in for condemnation. Additionally, extra effort was required by our title attorney to obtain releases and close several of the tracts that is reflected in their invoices but was not known to us at the time of the original proposal.

These revisions, changes, and unforeseen conditions have resulted in extra work, and we would like to formally request an amendment to our original contract. Attached is a breakdown of the scope and fee now required on the project.

Tract	Budget Closing Costs	Acutal Closing Costs		Tract 7	
4	$ 550.00	$ 650.00		Survey	$1,672.50
5	$ 550.00	$ 1,375.00		Extra Effort	$1,700.00
6	$ 550.00	$ 650.00			
9	$ 550.00	$ 650.00		Total	$3,372.50
11	$ 550.00	$ 650.00			
12	$ 550.00	$ 650.00			
13	$ 550.00	$ 650.00			
16	$ 550.00	$ 650.00			
24	$ 550.00	$ 650.00			
26	$ 550.00	$ 650.00			
27	$ 550.00	$ 825.00			
28	$ 550.00	$ 650.00			
Total	$ 6,600.00	$ 8,700.00			
Difference		$ 2,100.00			
Total Supplement		$ 5,472.50			

This contract amendment will capture any extra effort required because of the additional effort required and provide enough fee to complete the project. After approval the new “not to exceed” contract amount will be $277,207.50. We will continue to invoice based on work performed. If you have any questions or need further information, please do not hesitate to contact me at rmhenley@jmt.com or 865-270-3292.

Sincerely,

Ryan M. Henley, RLS
Vice President
JMT

Emily Hooper
Sr. Real Property Specialist
JMT