



Farragut Board of Mayor & Aldermen Meeting
Thursday, April 9, 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. March 26, 2026 Workshop Meeting Minutes
 - B. March 26, 2026 Board of Mayor and Aldermen Meeting Minutes
- IV. Mayor's Report
- V. Ordinances & Resolutions
 - A. Ordinances
 - 1. First Reading
 - a. Approval of Ordinance 26-07, 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
 - B. Resolutions
 - 1. Approval of Resolution R-26-07, Appointment of Town Recorder
- VI. Business Items
 - A. Approval of Contract with CDM Smith, Inc. for Construction Engineering and Inspection Services for Union Road Improvements.
 - B. Approval of Contract with Butler Appraisal Group, LLC for Appraisal Review

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057 |
WWW.TOWNOFFARRAGUT.ORG

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

Services for Virtue Road/Boyd Station Road Project.

- C. Request for approval of the Forget Me Not 5K and 10K on April 18, 2026 starting and finishing at the Village Green Shopping Center and involving streets within the Village Green Subdivision (Troy Andrew Degges, Applicant)
- D. Approval of Second Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials between Rural/Metro Fire Department, Incorporated and the Town of Farragut

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, March 26, 2026 at 5:00 PM

Workshop

MINUTES

I. Roll Call

Town Administrator David Smoak called the meeting to order at 5:00 PM. Roll Call for attendance: Alderman Cain, Alderman LaCroix, Vice-Mayor Meyer, Mayor Williams; in addition to staff and members of the press. Alderman Burnette was absent.

II. Business Items

A. Review of Equipment Replacement Fund, Tourism Fund, State Street Aid and Other Funds

Town Administrator David Smoak reviewed the Equipment Replacement Fund, Tourism Fund, State Street Aid and Other Funds.

III. Adjournment

The meeting adjourned at 5:30 PM.

Ron Williams, Mayor

Town Recorder



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

Farragut Town Hall
11408 Municipal Center Drive
Thursday, March 26, 2026 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

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

II. Approval of Agenda

Motion was made to Motion to Approve the Agenda for March 26, 2026 Board of Mayor and Aldermen Meeting. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, None; voting nay, None; motion Passed.

III. Approval of Minutes

A. March 12, 2026 Workshop

Motion was made to Approve March 12, 2026 Workshop Minutes. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

B. March 12, 2026 Board of Mayor and Aldermen Meeting

Motion was made to Approve March 12, 2026 Board of Mayor and Aldermen Meeting Minutes. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

IV. Mayor's Report

Mayor Williams thanked Community Development Director Mark Shipley for the recent Tree City event. Alderman Cain congratulated the Farragut High School boys basketball team for making the state tournament for the first time in 53 years.

V. Ordinances & Resolutions

A. Ordinances

1. Second Reading & Public Hearing

- a. Request for approval of Ordinance 26-06, an ordinance on second reading to amend the Farragut Code of Ordinances, Chapter 111 – Stormwater Management Control, Section 111-7. Design Standards for Detention and/or Retention Ponds, to remove the requirement for stormwater detention in the lower portion of a watershed where engineering documentation can demonstrate that this would have a positive effect on overall stormwater management due to the timing of stormwater runoff

Motion was made to Approve Ordinance 26-06, on second reading to amend Farragut Code of Ordinances, Chapter 11 - Stormwater Management Control, Section 111-9, Design Standards for Detention and/or Retention Ponds. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes, Alderman LaCroix, Vice-Mayor Meyer, Alderman Cain, Mayor Williams; voting nay, None; motion Passed.

VI. Citizens Forum

Jay Povlin, 275 Biddle Farms Boulevard
Louise Povlin, 275 Biddle Farms Boulevard

VII. Town Administrator's Report

Town Administrator David Smoak did not have a report.

VIII. Town Attorney's Report

Town Attorney Tom Hale did not have a report.

IX. Adjournment

Meeting adjourned at 6:18pm.

Ron Williams, Mayor

Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Tessa Cortes, Finance Director - Treasurer

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

Introduction & Background: The purpose of this agenda item is to approve Ordinance 26-07 to amend the Capital Investment Program Fund for the final design costs with the completion of the Campbell Station Inn Renovation Project.

Discussion & Recommendations: The Town received invoices in fiscal year 25 and 26 for design costs from Brewer Ingram Fuller Architects Inc. for the Campbell Station Inn Renovation Project in which the budget for design needs to be rolled forward to the fiscal year 2025-26 budget. The total construction costs paid to Hickory Construction for the project was \$735,388. The budget for construction approved by the board was \$750,000. The total design costs paid to Brewer Ingram Fuller Architects Inc. were \$77,156. The budget for design, which was approved in fiscal year 2023-24 was \$250,000. At 6/30/2025 there was \$186,013 budget remaining for design. \$17,825 of the remaining design budget needs to be rolled forward to the fiscal year 2025-26. The funds will be moved from CIP reserves to CIP expenditures.

Account Number: 310-46230-9610

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Expenditures to Date</u>	<u>Remaining Amount</u>
\$1,000,000	\$17,825	\$794,719	\$187,456

Account Number: CIP Available Fund Balance

<u>FY2026 Amended Budget</u>	<u>Requested Amendment</u>	<u>FY2026 Amended Budget</u>
\$3,898,947	(\$17,825)	\$3,881,122

Account Number: CIP Expenditures

<u>FY2026 Amended Budget</u>	<u>Requested Amendment</u>	<u>FY2026 Amended Budget</u>
\$25,000,885	\$17,825	\$25,018,710

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

Proposed Motion: To approve Ordinance 26-07 on first reading.

ORDINANCE	26-07
PREPARED BY	Cortes
1 ST READING	April 9, 2026
2 ND READING	April 23, 2026
PUBLISHED IN	Farragut Press
DATE	

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

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

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

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

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

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

The **Capital Investment Program (CIP) Budget** will be amended to increase expenditures from \$25,000,884.92 to \$25,018,709.92 reflecting an increase of \$17,825. This adjustment accounts for costs related to the final phase of design for the Campbell Station Inn Renovation Project which were paid for in fiscal year 2025-26. The amendment will be funded through the CIP fund balance.

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

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

Ron Williams, Mayor

Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: David Smoak, Town Administrator

Subject: Approval of Resolution R-26-07, Town Recorder

Introduction & Background: The purpose of this agenda item is to approve Resolution R-26-07, appointing a Town Recorder for the Town of Farragut

Discussion & Recommendations: The Town Recorder position was vacated on March 10, 2026. Staff opened the position for applications to seek the most qualified candidate to fill the role of Town Recorder. After an extensive search process, staff recommends the Board approve Resolution R-26-07 appointing Hailey Russell as Town Recorder. Hailey has extensive experience in municipal government and will be a valuable asset to the Town of Farragut staff.

Recommended By: David Smoak, Town Administrator for approval.

Proposed Motion: Approve Resolution R-26-07, Appointment of Hailey Russell, Town Recorder



TOWN OF FARRAGUT

RESOLUTION R-26-07

APPOINTMENT OF TOWN RECORDER

WHEREAS, the Town of Farragut recognizes the importance of maintaining accurate records of official proceedings, ordinances, resolutions and other municipal documents; and

WHEREAS, the position of Town Recorder is essential to ensuring transparency, accountability and the orderly administration of town affairs; and

WHEREAS, pursuant to Farragut Municipal Code, Article 3, Division 3, Section 2-99 the Town Recorder shall be appointed by a majority vote of the Board of Mayor and Aldermen; and

WHEREAS, after an extensive search process, Hailey Russell possesses the qualifications and experience as outlined in the Farragut Municipal Code to fulfill the responsibilities of Town Recorder;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Farragut, that:

1. Hailey Russell is hereby appointed to the position of Town Recorder, effective April 20, 2026.
2. The Town Recorder shall perform all the duties and responsibilities as prescribed by law and by the ordinances and policies of the Town of Farragut.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 9th day of April 2026.

Ron Williams, Mayor

David Smoak, Interim Town Recorder

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Contract with CDM Smith, Inc. for Construction Engineering and Inspection Services for Union Road Improvements.

Introduction & Background: The purpose of this item is to approve a contract with CDM Smith, Inc. for Construction Engineering and Inspection (CEI) Services for the Union Road Improvements Project. This project includes the reconstruction of approximately 4,200 feet of Union Road, between N. Hobbs Road and Everett Road. Additional improvements will be made to N. Hobbs Road, from Kingston Pike to Union Road. Right of Way acquisition is nearing completion, and we anticipate Notice to Proceed with Construction in the coming months.

Discussion & Recommendations: This project is funded through Surface Transportation Block Grants (STBG), with an 80/20 Federal/Local funding split, and must follow all requirements of TDOT's Local Programs Development Office. One of the requirements is that we select a CEI consultant to represent the Town in managing the project, overseeing all testing of materials and ensuring the project is constructed in accordance with TDOT's Standard Specifications for Road and Bridge Construction. We have completed the process of issuing a Request for Qualifications (RFQ), and selected CDM Smith as our preferred consultant based upon their qualifications. The attached contract includes a total fee of \$953,136.00.

Account Number: 310-43720-9000

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$7,900,000	\$953,136	\$0	\$6,946,864

Approved By: Tessa Cortes

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve contract with CDM Smith, Inc. for CEI Services for the Union Road improvement project.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **CDM Smith**(“Contractor”) for professional services for the assignment described as follows:

Project: Town of Farragut Union Rd Construction Engineering and Inspection

Location: Farragut, TN

Description of Project: Union Rd Construction Engineering and Inspection (CEI) Services

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A (RFP Bid Documents, Addendums)** to this Agreement for a description of Basic Services.

2. **Compensation.** Compensation for Construction Engineering and Inspection (CEI) Services performed under RFQ No. 2026-20 shall be based on the agreed-upon fee schedule provided by the Contractor. Total payments for all services rendered under this agreement shall not exceed nine hundred fifty-three thousand one hundred thirty-six dollars (\$953,136.00), inclusive of all labor, materials, equipment, travel, overhead, and incidental expenses, unless otherwise authorized in writing by the Town.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Public Works Director may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Public Works Director will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Public Works Director does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Public Works Director within thirty (30) days of receipt by Client. From time-to-time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. All insurance required by this agreement, except the contractor's Workers Compensation and Professional Liability policies, shall contain or be endorsed to contain a provision that includes Client, its officials, officers, and employees as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage limits expressly required in section .11, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the

construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to the extent arising from a negligent act or omission of the contractor, employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be

characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

CDM Smith

By: Ronald Jeffrey Mize, Jr.

Printed
Name: Ronald Jeffrey Mize, Jr.

Title: Vice President

Date: March 26, 2026



March 20, 2026

Mr. Darryl Smith, P.E.
Town Engineer
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

**RE: Construction Engineering & Inspection (CEI) Services
Union Road Improvements Project; TDOT Local Programs – PIN 125045.00**

Dear Mr. Smith:

CDM Smith is pleased to provide this professional services proposal for Construction Engineering & Inspection (CEI) services for the **Union Road Improvements** project. We understand this project involves the rehabilitation and improvements to Union Road from N. Hobbs Road to Everett Road, as well as along N. Hobbs Road from Union Rd to SR-1/US-11 (Kingston Pike). Upgrades will include a shared use path, curb & gutter, retaining walls, a three-barrel 12'x8' box bridge, and various utility relocations. CDM Smith will support the Town by providing CEI services from the bidding process through construction completion and final records documentation. The CEI effort will follow TDOT's Locally Managed Process for Federal and State funded projects. Our team also includes S&ME for laboratory services and field materials testing assistance, and Kimley-Horn for shop drawing review and RFI assistance. Below is a detailed scope of services:

SCOPE OF SERVICES

Coordination

CDM Smith will provide the following project coordination:

- **Utility Coordination:** CDM Smith will coordinate with Town of Farragut staff on all Town-owned Utility installations and will work with impacted Utility Companies performing relocations or installing new utility facilities during the construction process.
- **TDOT Coordination:** CDM Smith will provide day-to-day management and administrative support throughout the construction phase, coordinating with the Town and TDOT Local Programs staff to assist with timely completion of the work in a manner that follows appropriate federal and state laws, policies, and standards. Monthly invoices will be submitted to the Town and will include progress reports documenting activities completed during each billing period. All services and coordination will follow the most current TDOT Local Government Guidelines.

- Meetings: CDM Smith will attend the pre-bid meeting as CEI representative of the Town. We will also facilitate the pre-construction meeting to kick-off the project. We will then facilitate all progress meetings through the duration of construction. This scope assumes bi-weekly meetings will be held for the duration of the project totaling thirty-nine (39) progress meetings.

Construction Engineering Inspection (CEI):

The CEI phase is estimated at twenty (20) months, or eighty-seven (87) weeks, covering bidding through final project approval. Field construction duration is expected to span eighteen (18) months, or seventy-eight (78) weeks. CEI services will be provided using the plans and contract specifications to assist the Town, CEI team, and contractor in constructing the project to meet the completion deadline. Our staffing plan includes:

- One part-time Construction Supervisor - (87 weeks, estimated at 14 hours/week)
- One full-time Resident Project Representative (RPR) - (78 weeks, including 5 hours weekly overtime)
- One part-time Erosion Control (EPSC) Inspector - (84 weeks, estimated at 6 hours/week)
- One part-time Records Technician (87 weeks, estimated at 14 hours/week)

If the project extends beyond the anticipated 87-week period or requires additional CEI hours, CDM Smith will request approval for additional funding prior to performing extra work.

General CEI responsibilities will include daily inspection reporting, photo documentation, project records management, pay estimate review, contract compliance oversight, interpretation of plans/specifications, and coordination with Town and TDOT representatives.

Our detailed CEI tasks include the following per TDOT's Locally Managed CEI process:

- Assign a registered and qualified CEI lead field inspector for the duration of the project. Inspector must be pre-qualified with TDOT to provide construction inspection services for earthwork, concrete, and asphalt and be experienced with TDOT's January 2021 Standard Specifications. Inspector responsibilities will include roadway, drainage, and sidewalk items to confirm that construction complies with the plans and specifications.
- Provide a construction supervisor / records manager to compile all TDOT-required project records and documentation.
- Inspect construction work for conformance with Project Plans and Specifications.
- Perform QA testing through certified personnel or subconsultants and maintain TDOT-standard test documentation.
- Document testing on standard TDOT forms.
- Monitor contractor testing, documentation, and material certifications.
- Provide concrete cylinder breaks.
- Document and assemble quantities for monthly progress payments.
- Submit quantities to Town of Farragut and TDOT Project Supervisor on TDOT forms.
- Maintain active SharePoint site for all project records and provide access to SharePoint site to parties approved by the Town.
- Provide bi-weekly email updates summarizing ongoing and upcoming project activities.



Mr. Darryl Smith, P.E.

03.19.2026

Page 3

- Maintain office files for all project correspondence.
- Maintain project inspection records on standard TDOT forms.
- Provide daily inspection of Traffic Control and Erosion Control, and perform twice-weekly EPSC inspections.
- Prepare daily construction diaries.
- Review contractor payrolls, wage rates, and DBE documentation; notify contractors of late payrolls; verify compliance before processing pay requests.
- Conduct employee interviews using TDOT forms when required.
- Prepare and submit required reports to TDOT's Contract Compliance office.
- Respond to contractor RFI's and review/approve contractor shop drawings.
- Prepare documentation related to contractor claims and assist the Town and TDOT with claim evaluations.
- Prepare for and attend FHWA inspections if required.
- Prepare for and assist TDOT / FHWA auditors assigned to review project records and payments.
- Negotiate additional pay item prices with contractor if needed.
- Notify Town of Farragut and TDOT Project Supervisors of need for Construction Change Orders if required and prepare necessary Change Order documentation.
- If required, provide recommendations regarding contractor time extension requests.
- Compile and submit final project records in TDOT format after construction completion.
- Prepare and submit a final pay estimate.
- Prepare and submit a Final Materials and Tests certification with final records.
- Provide survey support as needed to verify Road & Drainage work.

Contractual

CDM Smith's CEI team proposes to deliver the services outlined in this proposal under a Unit Rate contract with a total budget of **\$953,136.00**. This budget includes direct costs and subcontractor costs and will not be exceeded without your written approval. Unit rates for each labor classification are attached, and a summary of estimated budget allocation is provided below.

• 3125 hours Resident Project Representative.....	\$286,690.00
• 390 hours overtime Resident Project Representative.....	\$ 53,645.00
• 1223 hours Construction Supervisor/Utility Coordinator.....	\$194,610.00
• 509 hours EPSC inspector.....	\$ 56,025.00
• 1533 hours Project Management, Records & Administration.....	\$160,595.25
• Survey.....	\$39,480.00
• Directs (Vehicle, Copies and Supplies)	\$31,750.75
• Subconsultant Services	\$130,340.00
TOTAL	\$ 953,136.00



Mr. Darryl Smith, P.E.

03.19.2026

Page 4

We anticipate that this letter proposal will be incorporated as an exhibit to the Town of Farragut's Contract for Professional Engineering Services. Together, these documents will constitute the full agreement for CEI services on the **Union Road Improvements** project.

We appreciate the opportunity to submit this proposal and look forward to supporting the Town of Farragut throughout project delivery. Please let us know if any additional information or clarification is needed.

Sincerely,
CDM Smith Inc.

A handwritten signature in blue ink, appearing to read "Jeff Mize".

Jeff Mize, PE
Vice President

A handwritten signature in blue ink, appearing to read "Joe Hillard".

Joe Hillard, PE, CCM
Associate

A handwritten signature in blue ink, appearing to read "Jeff M. Widner".

Jeff Widner, PMP
Vice President



Mr. Darryl Smith, P.E.

03.19.2026

Page 5

CDM Smith Rate Schedule
Farragut, Tennessee
2026

CLASSIFICATION

CEI PROJECT MANAGER	\$234.00
CEI CONSTRUCTION SUPERVISOR	\$156.00
CEI RECORDS TECHNICIAN	\$ 73.50
CEI INSPECTOR	\$ 90.00
CEI INSPECTOR OVERTIME	\$134.50
CEI EPSC INSPECTOR	\$108.00
ADMINISTRATIVE SUPPORT	\$118.00
SURVEY RLS	\$165.00
SURVEY CAD	\$116.00
SURVEY CREW	\$195.00

NOTE: (1) Travel, reproductions, telephone, supplies, and other expenses at cost.
(2) Rates include compensation, benefits, overhead, and fee.
(3) CDM Smith respectfully requests approval to submit an updated rate schedule sheet on January 1 for each subsequent year covering the life of the contract.



S&ME Fee Schedule
Union Road Improvements
Farragut, Tennessee
S&ME Proposal No. 26430061

Field/Administrative Services

1. Technician ¹ , per hour	\$80.00
2. Senior Technician ¹ , per hour.....	\$120.00
3. Steel Inspector ¹ , per hour	\$135.00
4. Staff Professional, per hour	\$150.00
5. Project Professional, per hour	\$185.00
6. Senior Professional, per hour.....	\$225.00
7. Administrative Support, per hour.....	\$80.00
8. Trip Charge (in lieu of mileage), per trip.....	\$50.00

Laboratory Services ²

1. Moisture Content, each	\$17.00
2. Liquid Limit, Plastic Limit, and Plasticity Index (Dry Prep), each	\$125.00
3. Soil Laboratory Compaction Characteristics (Proctor):	
A. Standard Effort, each.....	\$210.00
B. Modified Effort, each.....	\$250.00
C. Oversize Correction, each.....	\$115.00
4. Aggregate Laboratory Compaction Characteristics (Proctor):	
A. Standard Effort, each.....	\$265.00
B. Modified Effort, each.....	\$300.00
C. Oversize Correction, each.....	\$115.00
5. Concrete Cylinder Compressive Strength, per cylinder cast.....	\$30.00
6. Grout Prism Compressive Strength, per prism cast	\$50.00
7. Mortar/Aggregate Ratio, each.....	\$300.00
8. Masonry Unit Compressive Strength, each.....	\$125.00
9. Masonry Unit Absorption, each.....	\$100.00
10. Asphalt Specific Gravity/Density of Cores, each.....	\$58.00
11. Density of SFRM, each	\$65.00
12. Bond Strength of SFRM, each	\$25.00

Special Equipment Charges

1. Nuclear Density Gauge, per day.....	\$75.00
2. Floor Flatness/Levelness Device, per day.....	\$250.00
3. Coring Equipment, per day.....	\$250.00
4. Subcontractor/Specialty Services or Equipment Rental	cost + 15%

¹ Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

² Additional project specific tests will be priced upon request.



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

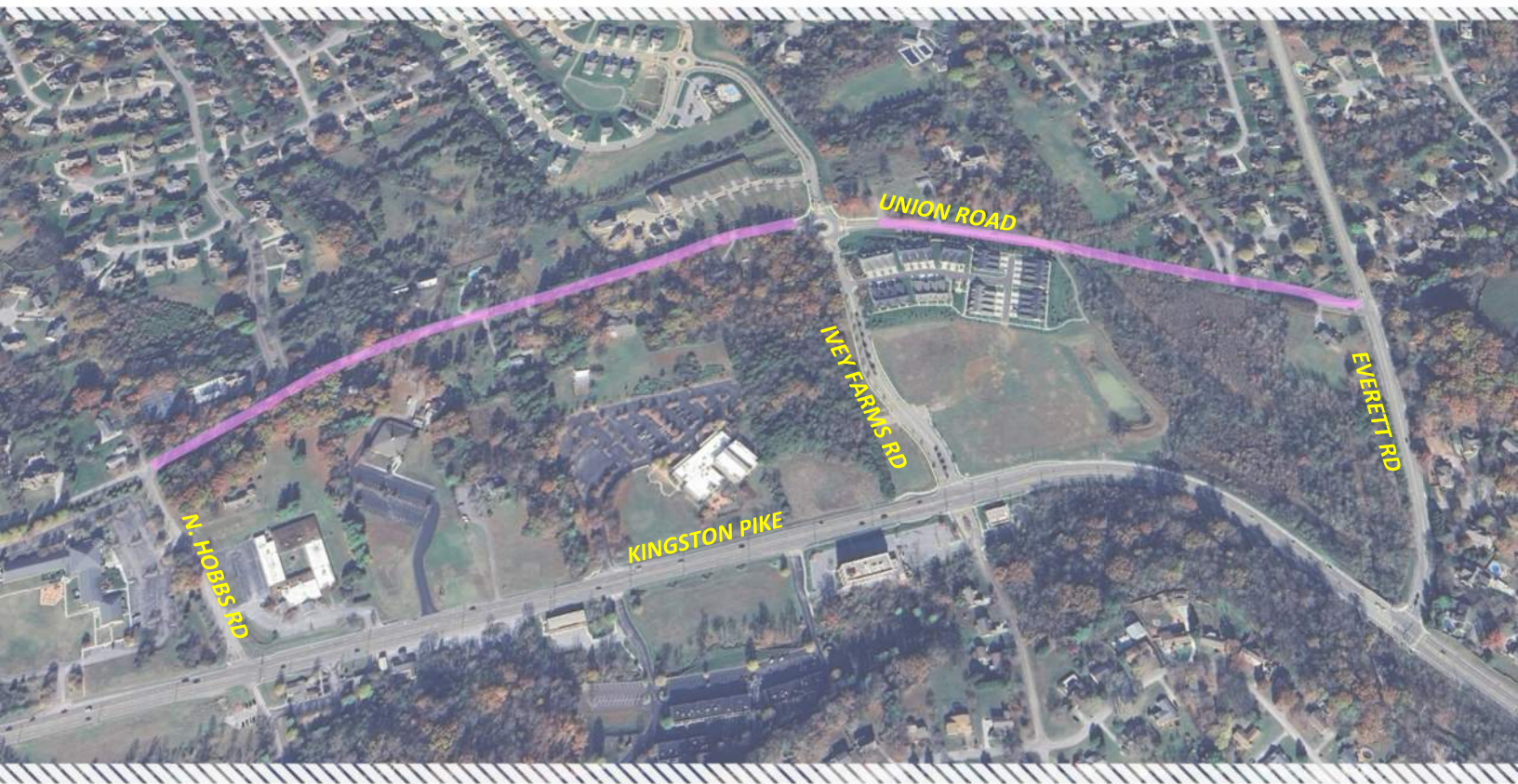
Classification	<i>Rate</i>
Analyst I	\$130 - \$160
Analyst II	\$170 - \$200
Professional	\$200 - \$230
Senior Professional I	\$255 - \$325
Senior Professional II	\$350- \$410
Senior Technical Support	\$120 - \$300
Technical Support	\$100 - \$175
Support Staff	\$85 - \$145

Effective through June 30, 2026 Subject to
annual adjustment thereafter

TOWN OF FARRAGUT

Union Road Construction Engineering and Inspection (CEI) Services

MARCH 12, 2026



PROJECT CONTACT:

Jeff Mize, PE

1100 Marion Street, Suite 300

Knoxville, TN 37921

mizerj@cdmsmith.com

(865) 963-4342



A. TABLE OF CONTENTS

- A. Table of Contents
- B. Letter of Transmittal
- C. Team Background and Experience with Projects of Similar Size and Scope
- D. Team's Availability Commitment
- E. Team Approach to Project and Estimated Timeline of Delivery of Services
- F. References
- G. Statement of Firm Licensure
- H. Supplemental Information
- I. Required Forms



March 12, 2026

Ms. Anissa Pratte
Town of Farragut, Procurement Division
11408 Municipal Center Drive
Farragut, TN 37934

RE: Union Road Construction Engineering Inspection (CEI) Services

Dear Ms. Pratte and Members of the Selection Committee:

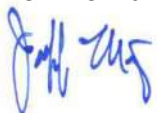
CDM Smith is pleased to respond to the Town of Farragut's request for qualifications dated February 18, 2026, to provide construction engineering inspection (CEI) services for the Union Road Improvements project. This statement of qualifications contains general background about our firm, the personnel who will be assigned to the project, and a brief list of projects with similar size and scope as the proposed work.

CDM Smith brings a level of experience, capacity, and local understanding that directly aligns with the needs of this project:

- ✓ **Proven, long-standing success in completing CEI projects under TDOT's Locally Managed Program.**
CDM Smith's CEI work for Tennessee local governments spans more than three decades, supported by direct TDOT relationships dating to the 1960s. Our unlimited prequalification status reflects both our technical capability and our history of exceptional CEI performance. We have successfully delivered TDOT locally managed projects throughout East Tennessee, including Knoxville, Knox County, Alcoa, Maryville, Sevierville, Pigeon Forge, Gatlinburg, Sevier County, Bristol, Greeneville, and Cleveland. This gives our team deep familiarity with the challenges and best practices that lead to successful projects.
- ✓ **A strong, local team ready to deliver.**
CDM Smith's CEI services will be delivered by an experienced team based in our Knoxville office, providing immediate access to the project corridor and Town staff. Our leadership team includes Joe Hillard, PE, CCM (CEI Project Manager), Jeff Widner, PMP (Project Director), and Scott Garniss (Construction Coordinator / Records Manager / Utility Coordinator). This group has worked together for more than a decade on CEI projects in these same roles. This continuity ensures consistent decision-making, reliable communication, and proven teamwork. They will assign primary field inspectors and be supported by fourteen (14) additional local CEI inspectors in our Knoxville office, all bringing extensive relevant experience.

We value our partnership with the Town of Farragut and welcome the opportunity to support another successful project. With our extensive TDOT local programs experience, strong local leadership, and unmatched CEI resources, CDM Smith will help to deliver the Union Road Improvements project efficiently, on schedule, and in full compliance with all TDOT requirements. Please contact me at **865-617-3794** or **MizeRJ@CDMSmith.com** if any additional information is needed. We appreciate your consideration and look forward to partnering with the Town on this important project.

Sincerely,
CDM Smith Inc.



Jeff Mize, PE | Vice President

C. TEAM BACKGROUND & EXPERIENCE WITH PROJECTS OF SIMILAR SIZE & SCOPE



CDM Smith was incorporated in 2011 through the merger of two long established engineering firms – Camp Dresser McKee (CDM Inc. established in 1947) and Wilbur Smith Associates (WSA established in 1952). The Transportation Group of CDM Smith first established the Knoxville office in 1969. From that time to the present, CDM Smith has been under continuous contract with TDOT and local government clients for a variety of transportation CEI, planning, traffic engineering, and design services. Our Tennessee office locations include Knoxville, Chattanooga, and Nashville with over 130 staff members in various transportation fields. We maintain **Unlimited Prequalification** status with TDOT, and our firm holds active TDOT on-call contracts to provide CEI, planning, survey, traffic engineering, roadway design, multimodal design, bridge repair, and bridge load rating. Over the decades, we have helped many municipal governments to deliver projects in various partnership arrangements through TDOT. This has allowed CDM Smith to compile a substantial resume of projects and a reputation as a premier transportation engineering firm in the area. Our resume includes many successfully completed sidewalk, greenway, multimodal, and roadway improvement projects that have brought lasting benefit to East Tennessee communities.

CDM Smith's Knoxville office will have primary responsibility for delivery of the Union Road CEI project. Our local team includes a full staff of licensed and trained CEI professionals with all TDOT required CEI certifications. Our office also offers in-house nuclear density gage testing and an FAA licensed drone pilot for construction progress photos and videos if desired. We have included brief resumes for key staff assigned to this project. We propose to add **S&ME** as subconsultant to provide CEI materials testing for this project. This team has successfully delivered recent TDOT locally managed CEI projects, including the Marconi Boulevard and Duck Pond Phase 2 projects in Alcoa.

SUBCONTRACTOR



If it is acceptable to the Town of Farragut, we propose to utilize **S&ME** in a minor subconsultant role for CEI materials testing. With a local office and laboratory, S&ME has the experience and resources to provide timely and trusted CEI testing for this project. S&ME, Inc. (S&ME) was founded in 1973 and has grown to an 1,100-person corporation operating from 33 offices across the southeastern United States. S&ME is owned by their employees who remain faithful to the core values of safety, quality, and client service. Their goal is to provide practical solutions to clients' infrastructure, development, and environmental challenges.

ROLES & RESPONSIBILITIES OF TEAM MEMBERS

CDM Smith will assign a strong, local CEI core team to deliver the Union Road project. Brief resumes are included below for our project team, and detailed resumes are on the pages that follow.



Joe Hillard, PE, CCM, will serve as **CEI project manager**. Joe began his career in 1991 and joined CDM Smith in 2006 as a CEI project engineer. He now serves as CEI project manager on many of our firm's important locally managed projects. His major duties include management and oversight of inspection teams for roadway, sidewalk, bridge, traffic signal, and streetscape projects for local governments and TDOT. Some of Joe's key recent projects include oversight of the Marconi Boulevard and Duck Pond Greenway Phase 2 projects in Alcoa; the I-275 Connector and Holbrook Bridge projects in Knoxville, and the Westside and McGill Street projects in Pigeon Forge. Joe maintains certifications with TDOT's Local Government Program Development for CEI consultants as well as TDOT's SiteManager for Office and Inspectors.



Jeff Widner, PMP, will serve as our **CEI Project Director** and is the CEI Manager for our Knoxville operations. Throughout the project, he will coordinate with our project manager to ensure the CEI team is properly staffed and fully compliant with TDOT Local Programs requirements. If additional inspection support is required, Jeff has the authority to allocate supplemental resources from our Knoxville team to meet contractor schedule demands. Jeff has 42 years of experience (30 with CDM Smith's Knoxville office) and has led our firm's CEI teams to complete many successful local government and TDOT projects across Tennessee. He now serves as CDM Smith's CEI Technical Delivery Manager for Mid-Atlantic and South regions and manages key assignments ranging from large mega projects to state DOT and municipal infrastructure projects.



Scott Garniss will serve as **construction coordinator / records manager / utility coordinator** for this project. Scott has 33 years of experience (19 with CDM Smith) including a strong background in local municipal and TDOT projects. He maintains numerous CEI certifications, including TDOT's Local Government Program Development for CEI Consultants. Scott is also a licensed drone pilot and provides progress videos and photographs for many of our firm's CEI projects. Scott has a thorough understanding of inspection requirements and reporting procedures and has good working relationships with utility providers. He is skilled at driving the schedule to keep projects on track



Zack Baline will serve as **construction inspector** for this project. Zack has 7 years of experience (2 with CDM Smith) with a solid background inspecting local municipal and TDOT projects. His project duties have included inspection, sampling, and testing a wide variety of road and sidewalk projects. He also has significant experience inspecting ADA pedestrian ramps, large culverts, and retaining walls.



Denton Hill, PG, will serve as **EPSC inspector** for this project. Denton is a senior inspector and professional geologist who joined CDM Smith's Knoxville office in 2022. He has 25 years of experience in the environmental and construction industry. His primary focus has been CEI inspection, environmental sampling and reporting, EPSC inspections, and environmental compliance for local government and TDOT projects. He has experience with projects involving endangered species and is well equipped to oversee the operations involving the fish sweeps and relocations of the state-listed flame chub as outlined in the project commitments. He will also handle EPSC inspections and can assist with general CEI inspections as needed for the project.

CDM Smith's Knoxville CEI team is thoughtful about the specialized training and expertise that we provide our project managers and inspectors. Our CEI managers and lead inspectors have obtained TDOT's required specialty certification for CEI consultants on Locally Managed Projects. The staffing chart below shows the licensed professionals for this project along with support personnel and roles. Depending on the project schedule, we can assign one or more additional inspector(s) from our local Knoxville CEI team.

CDM Smith Knoxville - CEI Staff Certifications

Team Member / Task	Total Years of Experience	Professional Engineer (P.E.)	Certified Construction Manager (CCM)	Erosion & Sediment Control Specialist (PMP)	USDOT FAA Remote Drone Pilot	TDOT Local Programs CEI Certification	Traffic Signal Programs CEI Certification	Certified Signal Inspector Level 1 (TMSA)	Certified Fiber Optic Technician (TMSA)	Work Zone Temporary Traffic Control (TMSA/FOA)	10 HR OSHA Construction Safety	TDEC Level 1	TDEC Level 2	Guardrail Installation Training	TDOT HMA Certified Gauge Certification	TDOT Asphalt Plant Technician	TDOT Aggregate Materials Technician	TDOT Hazardous Materials Technician	TDOT Concrete or ACI, Grade 1 Field Technician	TDOT Site Manager
Core Project Team																				
Joe Hillard, PE, CCM / Project Manager	34	19	X	X																
Jeff Widner, PMP / Project Director	42	30			X															
Scott Garniss / Construction Coordinator	33	19																		
Zack Blain / Inspector	7	2																		
Denton Hill, PG / EPSC Inspector	25	3																		
Additional Admin / PM Team																				
Mary Beth Masi, PE (Records / RE)	31	31	X																	
Phil Watkins, PE, CCM (Resident Engineer)	13	1	X	X																
Additional Inspection Team																				
Will Carroll, CPESC, TN-HQP	27	20																		
Bill Levinsky	31	20																		
Jamie Mathes	29	20																		
Steve Kirsch	28	19																		
Brian Secharan	32	8																		
Matthew Wells	8	4																		
Michael Dion	9	3																		
Chuck Johnson	23	2																		
Josh Ogden	7	2																		
Ben Barnard	2	2																		
William Long	1	1																		
Jake Terebush	1	1																		

Joe Hillard, PE, CCM

CEI Project Manager

Mr. Hillard began his career in 1991. He joined CDM Smith in 2006 as a senior inspector and now serves as a CEI project engineer and project manager. His major duties include management and oversight of CEI activities for roadway and bridge construction projects. He maintains active certifications as required for TDOT CEI inspection, including TDOT's Local Government Program Development for CEI Consultants.

CEI Project Manager; Carpenters Grade Road Improvements, Maryville, TN. Joe is CEI project manager for this TDOT locally managed project to improve an existing section of Carpenters Grade Road from the intersection of Raulston Road/Peterson Lane to the intersection of Cochran Road. This project involves adding a multi-use path, sidewalk, new traffic signal, retaining walls and various utility relocations to an existing two-lane road.

CEI Project Manager; Westside Connector Phase 4A, Pigeon Forge, TN. Joe served as CEI project manager for this City of Pigeon Forge project to improve the horizontal and vertical geometrics and add curb, gutter, and sidewalks on an existing narrow, two-lane roadway. Work included addition of a closed drainage system, construction of four small retaining walls to reduce property impacts, and ADA ramp improvements at all side street intersections.

CEI Project Manager, I-275 Business Park Access Road, Knox County, TN. Joe served as CEI project manager for this TDOT locally managed project for the City of Knoxville. The project included extending one road on new alignment, improving the alignment of another road, building curb, gutter and greenway, utility relocations, and closed system drainage improvements. Construction was completed in 2022.

CEI Project Manager, Marconi Boulevard and Duck Pond Greenway Phase 2 CEI, Alcoa, TN. Joe served as CEI project manager for this TDOT locally managed road and greenway project for the City of Alcoa. The project included the construction of road on new alignment and construction of a greenway extension adjacent to Alcoa High School and the Springbrook Farm development. Construction was completed in 2022.

CEI Project Manager and Resident Engineer, TDOT Region 1 On-call CEI Services, Multiple Counties. Joe has served as CEI project manager and/or resident engineer for more than 50 assignments under multiple cycles of the TDOT Region I CEI on-call contract. CDM Smith has provided CEI services in 11 different counties for five different TDOT construction units. These projects have allowed CDM Smith to demonstrate depth of experienced construction professionals and a range of project skills – from inspections and analyses to project closeout.

CEI Project Manager, Sevier County CMAQ – Intersection Improvement project; Sevier County, TN. Joe served as CEI project manager for this TDOT locally managed project under contract with Sevierville and Pigeon Forge. The job includes signal and ADA upgrades for nearly 60 intersections along the heavily traveled tourist corridors in Sevier County. Construction was completed in 2021.

CEI Project Manager, SR-73 (Wears Valley Road) / Parkway Resurfacing (Pigeon Forge, TN). Joe served as CEI resident engineer for this TDOT locally managed paving project for Pigeon Forge. The scope included replacing the existing asphalt pavement for the SR-73 approach to the intersection with fast track concrete to alleviate long term maintenance problems with pavement rutting. Construction was completed in 2020.

CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4300

HillardJB@CDMSmith.com



Education

B.S. - Civil Engineering,
University of Tennessee,
2005

A.S. - Civil Engineering,
Pellissippi State
Technological
Community College,
1999

Registration

Professional Engineer:
Tennessee, #110623
(2012)

Certified Construction
Manager (CCM) (2020)

Certifications

TDOT Local Programs for
CEI Consultants

TDOT Site Manager

10 hour OSHA
Construction Safety

TDEC EPSC, Level 1

TDEC EPSC, Level 2

Work Zone Traffic
Control/Flagging;

ACI Concrete Field
Technician Grade 1

Years of Experience

Total Years: 34

CDM Smith: 19

Jeff Widner, PMP

Project Director – CEI Manager

Mr. Widner began his career in 1983 and joined the CDM Smith CEI Group in 1995. He is directly responsible for the firm's CEI business in Tennessee and serves as CEI Technical Delivery Manager for CDM Smith's Mid-Atlantic and South regions. He has authority to commit additional inspectors as needed to support the project. Jeff specializes in CEI project management, construction scheduling, and utility coordination.

CEI Project Director; Carpenters Grade Road Improvements, Maryville, TN. Jeff is CEI project director for the rehabilitation/improvement to an existing section of Carpenters Grade Road from the intersection of Raulston Road/Peterson Lane to the intersection of Cochran Road. This project includes a new multi-use path, sidewalk, new traffic signal, retaining walls and various utility relocations. Construction is underway.

CEI Project Director, Marconi Boulevard and Duck Pond Greenway Phase 2 CEI, Alcoa, TN. Jeff served as CEI project director for this locally managed road and greenway project for the City of Alcoa. The project included the construction of road on new alignment adjacent to Alcoa High School and the Springbrook Farm development. Construction was completed in 2022.

CEI Project Director, TDOT Region 1 On-call CEI Services, Multiple Counties. Jeff has served as CEI project director for more than 50 assignments under multiple cycles of the TDOT Region I CEI on-call contract. CDM Smith has provided CEI services in 11 different counties for five different TDOT construction units. These projects have allowed CDM Smith to demonstrate depth of experienced construction professionals and a range of project skills – from inspections and analyses to project closeout.

CEI Project Director, Sevier County CMAQ – Intersection Improvement project; Sevier County, TN. Jeff served as CEI project director for this locally managed project under contract with Sevierville. The project included signal and ADA upgrades for nearly 60 intersections along the heavily traveled tourist corridors in Sevierville and Pigeon Forge.

CEI Project Manager, Intersection Improvements along E. Broadway Avenue at E. Lincoln Road and Wildwood Road, Maryville, TN. Jeff served as CEI project manager for this intersection improvement for the City of Maryville. The project includes the construction of a box culvert, construction of a short section of new roadway with curb and gutter, and closed drainage system. The project also includes a new traffic signal to replace the inefficient two signal split phase system.

CEI Project Manager, McGill Street Connector, Pigeon Forge, TN. Jeff served as CEI Project Manager on this City of Pigeon Forge project to install a 3-lane typical section with curb, gutter and sidewalks on both sides of the road. The project added a fourth leg to the Wears Valley Road (SR-73)/McGill Street intersection and replaced the span wire signal with new mast arm poles, controller, and camera detection.

CEI Project Director, River Road/Parkway (US-321) & Parkway (US-441)/ East Parkway (US-321) Intersections, Gatlinburg, TN. Jeff served as CEI project director for this city road and signal improvement project to improve safety and efficiency for traffic and pedestrians in downtown Gatlinburg. The project included one-way traffic circulation at River Road, new signalized ADA compliant pedestrian crossings, and new sidewalk connections. The project also included fiber optic interconnect and a new master signal controller.

CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4300

WidnerJM@CDMSmith.com



Education

B.A. - Business
Management, Columbia
College, 1993

A.S. - Civil Engineering
Tech, Roane State
Community College,
1983

Certifications

Project Management
Professional (PMP)
(2019)

10-hour OSHA
Construction Safety:
National

TDEC EPSC Level I

TDEC EPSC Level I

SiteManager for Office
Personnel

SiteManager for
Inspectors

Training

Underground Gasline
Installation/Inspection,
3-day Workshop,
Knoxville Utilities Board,
2003

SureTrak Project
Manager Training, 2000

Years of Experience

Total Years – 42
CDM Smith – 30

Scott Garniss

Construction Coordinator / Records Manager / Utility Coordinator

Scott has 33 years of CEI experience (19 with CDM Smith) and is a construction coordinator, records manager, and utility coordinator with strong background in local government and TDOT roadway projects. Scott has delivered a wide variety of CEI projects where he assisted with scheduling, oversight, and performance of CEI field inspections, project documentation, and project closeouts. Scott has a thorough understanding of inspection requirements and reporting procedures and has good working relationships with utility providers. He is skilled at driving the schedule to keep projects on track.

CEI Construction & Utility Coordinator, Records Manager; Carpenters Grade Road Improvements, Maryville, TN. Scott is senior inspector for the rehabilitation / improvement to an existing section of Carpenters Grade Road from the intersection of Raulston Road/Peterson Lane to the intersection of Cochran Road. This project includes a new multi-use path, sidewalk, new traffic signal, retaining walls and various utility relocations. Construction is underway.

CEI Construction & Utility Coordinator, Records Manager, Marconi Boulevard and Duck Pond Greenway Phase 2 CEI, (Alcoa, TN). Scott served as Construction & Utility Coordinator for this locally managed road and greenway project for the City of Alcoa. The project includes the construction of road on new alignment adjacent to Alcoa High School and the Springbrook Farm development.

CEI Senior Inspector, River Road / Parkway (US-321) Intersection & Parkway (US-441)/ East Parkway (US-321) Intersection, (Gatlinburg, TN). Scott served as senior inspector for this city road and signal improvement project. The new road included several features to increase safety for traffic and pedestrians, including one-way traffic circulation, new signalized pedestrian crossings, and new sidewalk connections. The new design provided a much safer system for the heavy volume of pedestrians between the Gatlinburg Ripley's Aquarium and Mountain Mall, and near the Old Red and Anakeesta developments. Construction was completed in 2020.

CEI Senior Inspector, Jake Thomas Road / Veterans Blvd (SR-449) Intersection, (Pigeon Forge, TN). Scott served as senior inspector on this City of Pigeon Forge project. The new roadway intersection improvement consisted of the installation of turn lanes with curb and gutter and sidewalks on each side of the road, and a new mast arm traffic signal with Gridsmart 360 detection. Additional improvements included the installation of a closed drainage system and construction of left turn lanes and concrete medians. The project also included coordination and inspection services for the relocation of utility lines.

CEI Construction Inspector, Sevier County CMAQ – Intersection Improvement project, (Sevier County, TN). Scott is serving as CEI inspector for this locally managed project under contract with Sevierville. The project includes signal and ADA upgrades for nearly 60 intersections along the heavily traveled corridors in Sevierville & Pigeon Forge.

CEI Senior Inspector, Parkway / Henderson Chapel Road Improvements, (Pigeon Forge, TN). Scott served as senior inspector on this project to add turn lanes and replace the existing span wire signal with a mast arm configuration at the intersection of Parkway and Henderson Chapel Road in downtown Pigeon Forge. The signal replacement included new camera detection and full ADA upgrades for the ramps and pedestrian signals.

CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4300

GarnissSC@CDMSmith.com



Certifications

10 hour OSHA
Construction
Safety;

TDEC EPSC Level 1;

TDOT HMA
Roadway
Inspector;

TDOT Soils &
Aggregate
Technician;

Work Zone Traffic
Control/Flagging;

ACI Concrete Field
Technician Grade 1;

FAA UAS Licensed
Drone-pilot;

TDOT Local
Government
Program
Development for CEI
Consultants

IMSA Traffic
Signal Inspector;

IMSA Traffic
Signal Technician
Level 1;

IMSA Certified
Fiber Optic
Technician

Years of Experience

Total Years: 33

CDM Smith: 19

Zack Blaine

CEI Inspector

Zack Blaine is an experienced CEI Inspector with a proven track record of successfully delivering a variety of roadway and sidewalk improvements projects. He has 7 years of construction inspection experience, and 2 years with CDM Smith's Knoxville CEI team. Zack is adept at verifying compliance with project plans, specifications, and safety standards. He has significant experience with inspection of ADA pedestrian ramps, large culverts, and retaining walls. Zack is committed to delivering high-quality results and maintaining effective communication with project stakeholders.

CEI Inspector, Westside Connector, Phase 4A, Pigeon Forge, TN. Zack served as CEI inspector for this City of Pigeon Forge project to improve an existing 2-lane road located one block south of the Parkway. The project involved adding curb, gutter, sidewalks, and a closed drainage system. The scope also included construction of four small retaining walls to minimize impacts to adjacent properties. Zack's responsibilities included inspection of asphalt paving; drainage installation; construction of curb, gutter, and sidewalk; traffic control inspections; and inspection of pavement markings and signs.

CEI Inspector; Knox County Public Works On-call CEI Services, Resurfacing Program, Knox County, TN. Zack served as CEI inspector for on-call services with Knox County's Public Works Division for resurfacing of multiple county streets. Work included inspection services for milling, paving, placing pavement markings, and traffic control.

CEI Inspector; Emergency Slide Inspection, US-25E (SR-32), TDOT On-call Work Order, Cocke County, TN. Zack served as CEI inspector for this emergency slope mitigation project in Cocke County on US-25E (SR-32). The scope included inspection services for grading, drainage, retaining wall construction, and paving.

CEI Inspector, Culvert Repair and Replacement; Knox County CEI On Call – Knox County, TN. Zack served as CEI inspector for this project to repair and replace multiple culverts located in Knox County. Duties involved inspection of culvert installation, pavement repairs, erosion control, and traffic control.

CEI Inspector, TDOT CEI On-Call Resurfacing, SR-351, Greene County, TN. Zack served as asphalt roadway inspector for the resurfacing of SR-351 in Greene County. Work was performed under a TDOT on-call task order. Zack's responsibilities included inspection of asphalt pavement, traffic control, and pavement markings.

CEI Inspector, TDOT On-Call ADA Ramp Upgrades for Resurfacing Projects, Region 2. Zack served CEI inspector for the installation of curb ramps for TDOT's paving projects that were scheduled in Region 2 for the 2025 fall paving season. This work was performed under a TDOT multimodal on-call work order. Ramp installation was completed to full ADA standards at all locations in preparation for a contract that would resurface each roadway.

CEI Inspector, TDOT Sweeping and Drain Cleaning, Region 1. Zack served CEI inspector under this TDOT on-call work order to perform sweeping and drain cleaning operations on various state routes and interstates in Region 1. Responsibilities included inspection of traffic control and inspection to verify contractor compliance with the contract documents.

CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4300

BlainZD@cdmsmith.com



Certifications

OSHA 10 hour
Construction Safety
Training

Work Zone Traffic
Control Flagging

TDEC Level I Erosion
Prevention and Sediment
Control

Troxler Nuclear Density
Gauge Certification

TDOT Asphalt Roadway
Certification

TDOT Concrete Testing
Certification

TDOT Soils and
Aggregate Certification

Hazardous Materials
Transportation Training
(Nuclear Density Gauge)

TDOT Guardrail
Installation Certified

TDOT Site Manager

Years of Experience

Total: 7

CDM Smith: 2

Denton Hill, PG

CEI/Erosion Control Inspector

Denton Hill, Professional Geologist, has 25 years of experience in the Environmental and Construction Industry with primary focus on Construction Engineering Inspection (CEI), contractor oversight/inspection, environmental sampling and reporting, EPSC inspection, and environmental compliance at state (TDOT/TDEC) and federal regulatory levels. He joined CDM Smith's Knoxville office in 2022 as a construction CEI field inspector and has been a strong addition to our team. In addition to EPSC inspections, he stands ready to assist with general CEI inspection as needed.

CEI Erosion Control Inspector; Carpenters Grade Road Improvements, Maryville, TN.

Denton is serving as CEI erosion control inspector for the rehabilitation/improvement to an existing section of Carpenters Grade Road from the intersection of Raulston Road/Peterson Lane to the intersection of Cochran Road. This project includes a new multi-use path, sidewalk, new traffic signal, retaining walls and various utility relocations. Construction is underway.

CEI Erosion Control Inspector, TDOT CEI On Call - Newport Bypass, Cocke County, TN.

Denton is serving as CEI erosion control inspector for this TDOT project. The project construction includes grading, drainage, base stone, paving, guardrail, (4) bridges, signage, pavement markings, and signals. The newly constructed road will connect from SR 9 to Saint Tide Hollow Road (total length – 4.75mi.).

CEI Inspector, TDOT CEI On Call - Jake Thomas Road Connector, Sevier County, TN.

Denton served as CEI erosion control inspector for this TDOT project. The project construction included grading, drainage, base stone, paving, guardrail, two new bridges, signage, pavement markings, retaining walls, and traffic signal work. The scope extended the existing road from SR71 to Veterans Boulevard (SR449) for a total length of 2.01 miles. CDM Smith completed the design under contract with the City of Pigeon Forge. TDOT then assumed responsibility for construction. Denton's erosion control inspection work was contracted under a TDOT Region 1 CEI on-call work order. Construction was completed in 2024.

CEI Inspector, TDOT CEI On Call - I-40 Resurfacing from Jefferson Co Line to SR 32, Cocke County, TN.

Denton served as asphalt roadway inspector on this resurface and safety project featuring milling and asphalt placement of the following courses C-mix, OGFC, OGFCE-Shldr. Inspection duties included traffic control, milling, asphalt placement, pavement markings, and density testing.

CEI Inspector, TDOT CEI On Call - SR 68 Resurfacing from near Old State Road to near Martin Road, Monroe County, TN.

Denton served as asphalt roadway inspector on this resurface and safety project featuring paving thin lift "D", pavement markings, and guardrail. Inspection duties included traffic control, asphalt placement, pavement markings, and guardrail.

CEI Erosion Control Inspector, TDOT CEI On Call - U.S. 411 (SR 35), Jefferson County, TN.

Denton served as CEI erosion control inspector for this TDOT project. The project construction included the grading, drainage, construction of a concrete box bridge and paving from the S.R. 92 intersection with Dickey Road to Grapevine Hollow Road in Dandridge.



CDM Smith
Knoxville Office
1100 Marion Street, Suite 300
Knoxville, TN 37921
P: (865) 963-4300

HillDR@cdmsmith.com



Education

B.S. - Geology, (Biology Minor) Tennessee Technological University

Certifications

Professional Geologist, Tennessee, Registration # 4242

OSHA 10 hour Construction Safety Training

ACI Concrete Field Testing Technician – Grade I

40-Hour HAZWOPER OSHA 29 CFR 1910.120 Health and Safety Training for Hazardous Materials

TDEC Level I Erosion Prevention and Sediment Control

TDEC Level II Design Principles for Sediment and Erosion Control

TDOT Concrete Testing Certification #2196

TDOT Soils and Aggregate Certification #2196

TDOT Asphalt Roadway Certification #2196

Troxler Nuclear Density Gauge Certification

Hazardous Materials Transportation Training (Nuclear Density Gauge)

Tennessee Transportation Assistance Program Work Zone Traffic Control/Flagging

TDOT Guardrail Installation Certified

Years of Experience

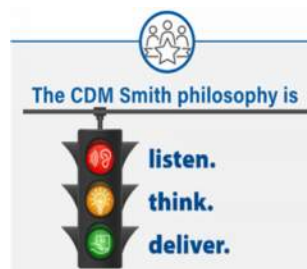
Total: 25

CDM Smith: 3

PROJECTS WITH SIMILAR SIZE AND SCOPE

CDM Smith has been selected in recent years by numerous jurisdictions to develop projects that follow TDOT's Local Government Guidelines for the Management of Federal/State Funded Transportation Projects. The table below highlights a representative sample of TDOT Local Programs projects that have included CEI services. This strong portfolio of successfully completed CEI assignments demonstrates our depth of experience and proven capabilities across all required disciplines.

TDOT LOCAL PROGRAMS PROJECT	LOCAL GOVERNMENT	SURVEY	DESIGN	CEI
Marconi Boulevard	Alcoa			✓
Duck Pond Greenway Phase II	Alcoa			✓
Alcoa Pedestrian Bridge	Alcoa	✓	✓	✓
Wright Road Improvements	Alcoa			✓
Knox County ATMS Phase 1 (Knox County)	Knox County			✓
Knox County ATMS Phase 2 (Knox County)	Knox County			✓
Holbrook Drive Bridge	Knoxville	✓	✓	✓
Sevier Avenue	Knoxville			✓
I-275 Business Park Access Road	Knoxville	✓	✓	✓
Papermill Bluff Greenway	Knoxville	✓	✓	✓
Garland Road Bridge	Blount County	✓	✓	✓
Carpenters Grade Road	Maryville			✓
East Broadway/Lincoln Road	Maryville	✓	✓	✓
Resurfacing Program	Greeneville	✓	✓	✓
Fairgrounds Connector Road	Greeneville	✓	✓	✓
Jake Thomas Road Extension	Pigeon Forge	✓	✓	✓
Wears Valley Rd / Parkway Intersection	Pigeon Forge	✓	✓	✓
The Island Drive	Pigeon Forge	✓	✓	✓
US-321 Multimodal Improvements	Gatlinburg	✓	✓	✓
Medical District Wayfinding	Morristown	✓	✓	✓
Oak Ridge ATMS Phase 1	Oak Ridge			✓
Norman Chapel Road Sidewalk	Cleveland			✓
Carothers Parkway (multiple phases)	Franklin	✓	✓	✓



We listen to each client with a solution-driven attitude, tap the best minds to apply ingenuity and advanced technologies, and create lasting solutions to exceed your expectations.

The following section provides brief descriptions of several CEI projects of comparable size and scope.

Marconi Blvd – CEI, (Alcoa): Megan Brooks, PE, Development Director – (865) 380-4489

CDM Smith served as prime CEI consultant for the City of Alcoa Marconi Boulevard project. This TDOT Locally Managed project was part of the overall masterplan for the Springbrook Farm redevelopment – a site that was once home to the Alcoa, Inc. West Plant. A section of the old industrial site had already been redeveloped for the new Alcoa High School, and all K-12 city schools are nearby. The road included with this CEI project helped to build some of the critical base infrastructure that serves the school campus and the thriving Springbrook Farm urban "city-center" hub, consisting of commercial and residential uses. The project involved construction of road on new alignment, widening an existing road, construction of a new roundabout intersection, and construction of sidewalks. The typical section included a two-lane median divided roadway, and some length of the new road splits to pass underneath two bridges – one existing and one proposed. Construction was completed in 2022.



Duck Pond Greenway – CEI, (Alcoa): Megan Brooks, PE, Development Director – (865) 380-4489

CDM Smith served as prime CEI consultant for the City of Alcoa Duck Pond Phase 2 Greenway project. This TDOT Locally Managed project was also part of the Springbrook Farm redevelopment masterplan. The greenway project includes construction of a new trail from Alcoa High School property to the existing Pistol Creek Greenway Trail near Edison Street. The greenway alignment passes over one existing bridge, over one new bridge, and over an existing railroad trestle bridge before transitioning down to Edison Street. This greenway adds to the open space, parks, and other recreational trails that are featured in the Springbrook Farm development. Construction was completed in 2022.



I-275 Inner-city Connector – CEI, (Knoxville): Tom Clabo, PE, Director of Engineering – (865) 215-6100

CDM Smith served as CEI and design consultant for the City of Knoxville I-275 Inner-City Connector project. This TDOT Locally Managed project was designed to encourage and foster economic development and to reverse the environmental degradation along the city streets that are parallel to the I-275 corridor just north of downtown Knoxville. This project extended Blackstock Avenue from Fifth Avenue to Bernard Avenue, and improved Marion Street from Bernard Avenue to Baxter Avenue to increase connectivity and improve operational safety within the corridor. The project included road realignment, construction of new curb and gutter with closed drainage system, sidewalks, and construction of new multi-use path. Additional improvements were constructed to realign and improve the sight distance along Marion Street. The project was completed in 2022.



McGill Street Connector – CEI, (Pigeon Forge): Mark Miller, Public Works Director – (865) 429-7312

CDM Smith served as CEI and design consultant for this locally funded connector road in Pigeon Forge. The new road created the fourth leg of an existing "T" signalized intersection and eliminated a serious safety concern at an adjacent intersection. The northern half of the road was along new alignment and the southern half involved widening and pavement rehab of an existing city street. CDM Smith provided full CEI and utility coordination services for road, sidewalk, and signal construction.



Westside Connector Phase 4A – CEI, (Pigeon Forge): Duane Rainbolt, Assistant Public Works Director – (865) 429-7312

CDM Smith worked under contract with the City of Pigeon Forge to provide a full range of services for this locally funded roadway project. The Westside Connector has long been envisioned as a local connector that will provide a parallel route adjacent to the Parkway in Pigeon Forge. CDM Smith completed survey, design, permitting, bidding assistance, utility coordination, and full CEI services for the project. The project widened an existing two-lane road to add turn lanes at the intersections, relocate utilities, and add curb, gutter, closed drainage system, and sidewalks. The project included widening the existing road and complete realignment of one intersection. The job also included four small retaining walls to reduce impacts to adjacent properties. Construction was completed in 2025.



Knox County ATMS – CEI, (Knox County): Jim Snowden, PE, Engineering & Public Works Director – (865) 215-5808

CDM Smith served as prime CEI consultant for the Knox County Advanced Traffic Management System (ATMS) Phase 1 project. This project involved improvements to 15 intersections along two busy County / City corridors and was completed through TDOT's locally managed program. CDM Smith's CEI tasks included inspection of traffic signal interconnect, signal head upgrades, and phasing changes; ADA upgrades for pedestrian signals, pushbuttons, and ramps at all intersections; pavement marking replacement and upgrades; signage improvements; and testing and integration of new software.



Holbrook Drive – CEI, (Knoxville): Tom Clabo, PE, Director of Engineering – (865) 215-6100

CDM Smith provided a full range of services for the Holbrook Drive improvement project, developed by the City of Knoxville under TDOT's locally managed program. This project included construction of curb, gutter, sidewalks, bike lanes, and construction of a new bridge on Holbrook Drive over Fountain City Road. CDM Smith's scope included field survey, NEPA documentation, geotech engineering, roadway design, bridge design, bidding assistance, and full CEI services. The project was adjacent to two churches and a Knox County middle school; therefore, property owner coordination during construction was critical to the project's success.



Gatlinburg Multimodal – CEI, (Gatlinburg): Roger Sims, Public Works Director – (865) 430-1370

CDM Smith was retained by the City of Gatlinburg for implementation of pedestrian and traffic safety improvements along East Parkway (US-321) as well as along Sports World Boulevard to serve the Rocky Top Sports World complex. This TDOT locally managed project improved safety at five existing midblock pedestrian crosswalks by adding active LED crosswalk signage, new striping, sidewalk improvements, and new ADA ramps. The project also included construction of a large ADA compliant trolley stop on the Rocky Top campus. CDM Smith's scope included planning, survey, design and full CEI services – from bidding assistance through final project closeout. Construction was completed in 2021.



Sevier County CMAQ – CEI, (Sevierville): Doug Tarwater, PE, Public Works Director – (865) 429-4567

CDM Smith served as prime CEI consultant under contract with the City of Sevierville for the Sevier County CMAQ signal upgrade project. This project was funded through a Congestion Mitigation Air Quality (CMAQ) grant and was administered as a TDOT locally managed project. The scope of work included traffic signal and ADA intersection upgrades to over 60 intersections along the major tourist corridors in the cities of Sevierville and Pigeon Forge. The project setup required CEI records to be tracked and managed under two separate TDOT PINs – in order to keep the records separate for work performed in the two different municipalities. CDM Smith provided all CEI services per TDOT’s locally managed program.



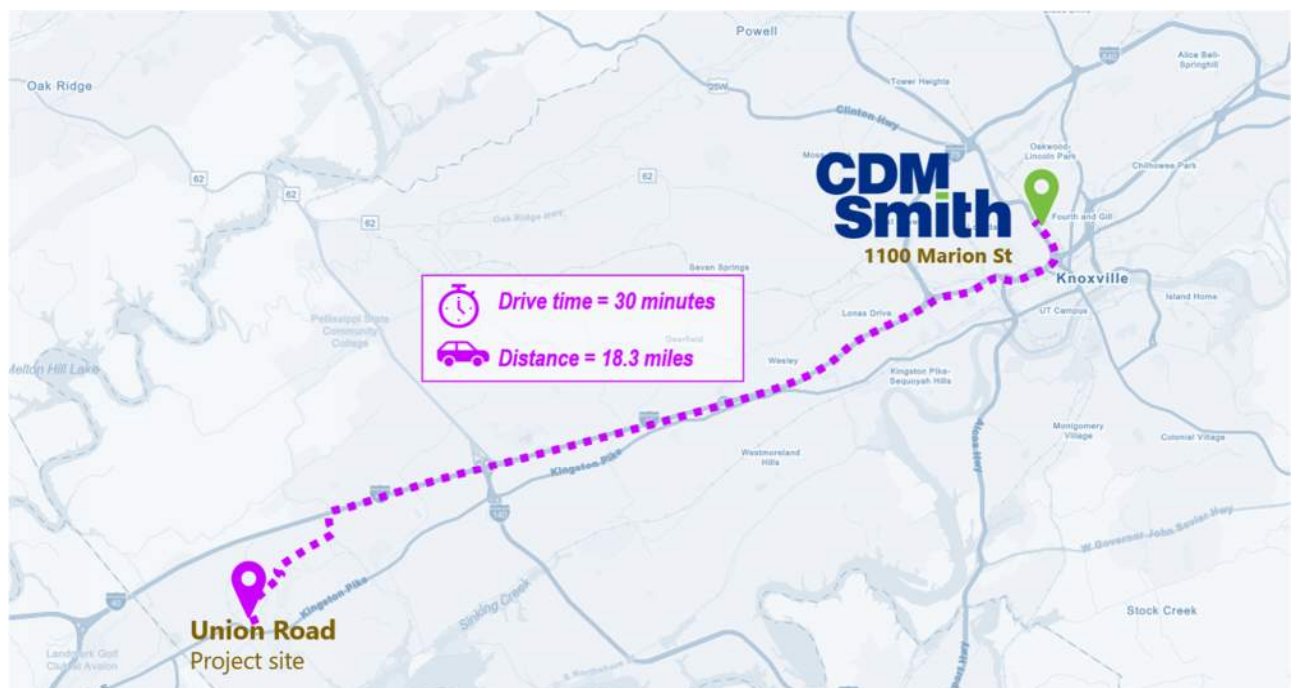
Wears Valley Rd Intersection Upgrades – CEI, (Pigeon Forge): Mark Miller, Public Works Director – (865) 429-7312

CDM Smith was selected by the City of Pigeon Forge to provide NEPA documentation, traffic engineering, field survey, road and signal design, and full CEI services for the SR-73 (Wears Valley Road) / US-441 (Parkway) intersection resurfacing and signal upgrade project. This TDOT locally managed project was designed to alleviate long term maintenance problems with the pavement; improve operational efficiency for traffic; and improve pedestrian accessibility for the intersection. Fast track concrete pavement was placed at the approach to the intersection along Wears Valley Road in order to eliminate pavement rutting. Other improvements included upgrades to ADA pedestrian ramps and pushbuttons and camera detection for the traffic signal.



D. TEAM’S AVAILABILITY COMMITMENT

CDM Smith’s team is committed to partnering with the Town of Farragut to deliver this CEI project, and we will be available for the duration of the project. Our Knoxville office is located approximately 18 miles from the project site, allowing quick access and consistent support. Our project manager and key staff are readily available to meet at Farragut Town Hall or at the project site with Town personnel as needed. Assigned inspectors live nearby and will report directly to the jobsite each day. Whenever the contractor is working, our CEI representative will be present to monitor and document construction activities.



E. TEAM'S APPROACH TO PROJECT & ESTIMATED TIMELINE OF DELIVERY OF SERVICES

CDM Smith will serve as an extension of the Town of Farragut's staff on site for this CEI project. Since this project is funded through TDOT, our approach will follow the steps and requirements as outlined in TDOT's Local Programs manual for CEI. Our inspection team will be the Town's "boots on the ground" during the construction phase of the project. In general, our team will use the plans and contract specifications to assist the Town and contractor in constructing the project while meeting the completion deadline. Services will include pre-construction meetings, project coordination, daily construction reports, project photographs, project documentation, and reporting as required by TDOT. The CEI team will provide review and approval of pay estimates, general oversight of contract provisions, assistance with plans interpretation and construction related questions, assistance with utility coordination, assistance with property owner coordination, and coordination of project efforts with the assigned Town representatives.

We understand the Union Road improvement project extends approximately 4,180 feet between N. Hobbs Road and Everett Road, and the primary objective is to create an improved two-lane road with curb and gutter and a new multi-use path. Improvements will include grading and drainage upgrades; installation of curb and gutter; construction of a three-barrel box bridge over Little Turkey Creek; a left turn lane at Brochardt Boulevard; two retaining walls to reduce property impacts; new signing and pavement markings; and a new multi-use path. Water, sewer, and gas utility relocations will occur during roadway construction and will require close coordination between the roadway contractor and utility providers.

From our CEI experience on similar projects, we recognize that utility coordination, traffic control, and public communication / property owner coordination must be primary focus areas throughout construction. ***CDM Smith's CEI team brings recent, relevant experience in each of these areas.***

We recommend an active, hands-on CEI approach that prioritizes transparent, consistent communication with the Town and critical stakeholders. As a standard practice, if the contractor is working, then a CEI project representative must be on site. Our assigned staff have delivered many Tennessee local government CEI projects of comparable size, scope, and complexity as outlined in Section C of this package.

CDM Smith's CEI services are anticipated to include:

- Bid review and Pre-Bid meeting participation.
- Facilitating the pre-construction conference.
- Assigning TDOT-prequalified CEI inspectors for the full construction duration, qualified in earthwork, concrete, and asphalt per TDOT's January 2021 Standard Specifications; inspection will cover all roadway, drainage, box-bridge, and retaining wall elements to ensure compliance with the plans and specifications.
- Utility coordination throughout the duration of construction.
- Monitoring of subcontractors.
- Coordinating review and approval of all shop drawings and RFI's with the design team.
- Preparing for and attending Town of Farragut and TDOT site inspections.
- Supporting TDOT auditors with project records and payment reviews.
- Providing a records manager to compile all TDOT-required documentation.
- Performing on-site QA testing with certified personnel.
- Documenting all testing on TDOT standard forms and monitoring contractor test results and submittals.
- Reviewing contractor material certifications.
- Negotiating additional pay item prices with the contractor when needed.
- Advising the Town when supplemental agreements or change orders are necessary.

- Preparing all required change-order documentation for Town review.
- Providing recommendations on contractor time-extension requests.
- Preparing and submitting Final Materials and Tests certification.
- Providing concrete cylinder break results.
- Maintaining project inspection records on TDOT standard forms.
- Conducting daily inspections of traffic control and erosion control.
- Preparing daily construction diaries.
- Measuring and compiling quantities for monthly progress payments and submitting them on approved forms.
- Receiving and reviewing contractor payrolls for compliance with state wage rates; notifying contractors of late payrolls and verifying payrolls before payment release.
- Conducting employee interviews using TDOT forms.
- Preparing and submitting all required contract-compliance reports.
- Compiling and submitting final TDOT-format project records at project completion.
- Preparing the final pay estimate.
- Developing documentation for contractor claims or potential claims.
- Assisting the City in evaluating claims.
- Preparing the final construction contract closeout.

ESTIMATED TIMELINE OF DELIVERY OF SERVICES

Our team is available to begin work on the project in May 2026. We are fully prepared for a June 2026 Construction Notice to Proceed and the estimated 18-month construction timeframe outlined in the request for proposals. CDM Smith's team can provide adequate resources to be flexible in staffing this project. We are prepared to respond to the contractor's work schedule and the Town's needs in deploying inspector(s) to the site. This on-call type of CEI approach has been a successful model for many of our past TDOT local government CEI projects.



F. REFERENCES

Jim Snowden, PE
Senior Director
Knox County Engineering & Public Works
(865) 215-5800
Jim.Snowden@knoxcounty.org

Tom Clabo, PE
Engineering Director
City of Knoxville, Civil Engineering Division
(865) 215-2148
TClabo@knoxvilletn.gov

Megan Brooks, PE
Development Services Director
City of Alcoa
(865) 380-4800
MBrooks@cityofalcoa-tn.gov

Brian Boone, PE
Director of Engineering & Public Works
City of Maryville
(865) 273-3500
BBoone@maryville-tn.gov

Roger Sims
Public Works Director
City of Gatlinburg
(865) 430-1370
RogerS@gatlinburgtn.gov

Duane Rainbolt
Assistant Public Works Director
City of Pigeon Forge
(865) 429-7312
Duane.Rainbolt@cityofpigeonforgetn.gov

Doug Tarwater, PE
Public Works Director
City of Sevierville
(865) 429-4567
DTarwater@seviervilletn.org

Our philosophy of success is simple:

listen carefully; think about the best approach from the big picture to the smallest detail; and deliver a creative, integrated, and lasting solution to meet each client's unique needs.



CDM Smith proposes a fully-responsive team featuring local inspectors and engineers to guide the Town of Farragut for this important CEI project!



G. STATEMENT OF LICENSURE

CDM Smith is prequalified with unlimited status with TDOT to provide a variety of engineering and CEI services. Our firm is also licensed in Tennessee to provide engineering services. CDM Smith's corporate headquarters is in Boston, Massachusetts, and our Knoxville office serves as one of the firm's major transportation engineering hubs. With additional Tennessee offices in Nashville and Chattanooga, we maintain a strong statewide presence and an expanding local government client base. Copies of appropriate firm and individual licenses are included below.

CDM Smith Inc. – Professional Engineering Firm – Tennessee Engineering License Verification

TN

Commerce and Insurance Verify

←

Details for CDM SMITH INC

i

Retrieved on 03/06/2026 01:18 AM

License details for the selected record.

Summary

License

6582

Engineering Firm - General

A&E Engineering Firm

Architects and Engineers

Status

Active

Original Licensure Date

07/15/2011

Status Effective Date

08/02/2011

Rank Effective Date

08/02/2011

Contact Information

Main Address

BOSTON, Massachusetts 02109

Suffolk, United States

Business Address

BOSTON, Massachusetts 02109

Suffolk, United States

Relationships

Relationship	Name	Credential Reference	Start Date
Principal	NORTON, JOSHUA M	Engineer - 110903	
Principal	MIZE, RONALD JEFFREY JR	Engineer - 105224	



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DESIGN DIVISION
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2221

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 21, 2023

Mr. Jeff Mize
CDM Smith Inc.
1410 Anywhere Road, Suite 100
Nashville, TN 37243

Subject: Evaluation of Consultant Pre-qualification Form
(DT-0330 Revised 08/09)

Dear Mr. Mize:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on March 10, 2023. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **March 16, 2023**:

Administrative
Architect
Biologist
CADD Technician
Civil Engineer
Communications Engineer
Computer Programmer
Construction Inspector
Construction Manager
Cost Engineer / Estimator
Environmental Engineer
Environmental Scientist
Foundation/Geotechnical Engineer

GIS Specialist
Geologist
Hydraulic Engineer
Hydrologist
Land Surveyor
Planner: Urban / Regional
Scheduler
Soils Engineer
Specifications Writer
Structural Engineer
Technician / Analyst
Transportation Engineer

Your firm has requested experience code U03 Utilities: Subsurface Utility Engineering (SUE) and/or experience code U04 Utilities Design/Coordination/Inspection: Electrical Power; Communications; Gas/Oil; Water; Sewer/Sanitary Systems (Distribution/Transmission). The request for more information for these codes will come in a separate e-mail from our Right of Way Office.

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part I Form.

Thank you for keeping the information regarding the qualification of your firm current with us. Should you have any questions in this regard, please contact this office.

Sincerely,

for Jennifer Lloyd, P.E.
Civil Engineering Director
Roadway Design Division

JL/CS

cc: Monica Comer Ben Gresson Hannah Guest

Joe Hillard, PE – Professional Engineer License Verification

TN

Commerce and Insurance Verify

←

Details for HILLARD, JOSEPH BOYD

Summary

License

110623

Professional Engineer

A&E Engineer

Architects and Engineers

Status

Active

Expiration Date

06/30/2026

Original Licensure Date

06/12/2012

Scott Garniss – TDOT Local Programs CEI Certification



H. ADDITIONAL INFORMATION

Our team understands the Town of Farragut's expectations for its consultants, and we are committed to the following critical success factors to ensure the successful delivery of this project:

QUALITY

We will confirm that all project deliverables meet Farragut's quality expectations. At each project milestone, both the Town and CDM Smith project managers will have clear visibility into budget and schedule status. This allows senior leadership to make informed decisions and maintain project direction. CDM Smith will use a suite of proven project control tools to monitor and report project health.

BUDGET CONTROL

Our cost-accounting system includes weekly Current Period Charges Reports, monthly Billing Cost Detail Reports, and monthly Project Status Reports – each serving as a key tool for monitoring and managing project costs.

SCHEDULE CONTROL

Along with managing task-level costs, we will closely track schedule performance for each assignment. Using a detailed work breakdown structure, CDM Smith will develop and maintain the project schedule. For CEI projects, our project manager/resident engineer will actively monitor the contractor's schedule and assign inspection staff to meet both Farragut and TDOT Local Programs requirements. Schedule updates will be completed as often as needed to remain aligned with contractor production.

RESPONSIVENESS

Our project manager and staff are equipped with extensive tools and resources to deliver work efficiently and meet deadlines. CDM Smith manages a high volume of projects annually and will schedule assignments to ensure key personnel are available to start and support this contract. The proposed team will be fully dedicated and responsive to Farragut throughout the project.

COMMUNICATION

Our project team will establish and maintain effective working relationships with the Town and affected stakeholders to promote frequent, open, and effective communication.

With extensive CEI experience across Tennessee and nationwide, **CDM Smith is prepared to deliver practical, workable solutions.** Our talented team has provided construction inspection services for small and large projects - and everything in between. We look forward to assisting the Town of Farragut to deliver CEI services for the Union Road improvement project!



ATTACHMENT A

DRUG-FREE WORKPLACE AFFIDAVIT
State of Tennessee, County of Knox

The undersigned, principal officer of CDM Smith 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 CDM Smith 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. S 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. S 50-9-113

Further affiant saith not.

Ronald Jeffrey Mize, Jr.

Name of Officer

Vice President

Title of Officer

State of Tennessee, County of Knox

Before me personally appeared Ronald Jeffrey Mize, Jr. 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 CDM Smith Inc. this day of
March 4th 2026

Notary Public:

My commission expires:

Megan Vogler
6/24/28



ATTACHMENT B

**STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS
EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING**

This is to certify that CDM Smith 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: Ronald Jeffrey Mize, Jr.

State of Tennessee
County of Knox

Personally appeared before me, Megan M. Vogler the undersigned Notary Public, Ronald Jeffrey Mize, Jr., the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the CDM Smith 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 day of March 4th 2026

Notary Public Megan Vogler
My commission expires 3/10/26/28



ATTACHMENT C



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	RFQ No. 2026-20 Union Road CEI Services
CONTRACTOR LEGAL ENTITY NAME:	CDM Smith Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000148553

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.

Ronald Jeffrey Mize, Jr.

PRINTED NAME AND TITLE OF SIGNATORY

March 12, 2026

DATE

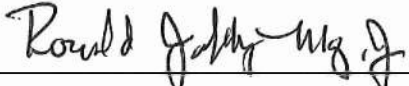
ATTACHMENT D



**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.

	March 12, 2026
Signature of Authorized Representative	Date
Ronald Jeffrey Mize, Jr.	(w) 865-963-4342 (m) 865-617-3794 MizeRJ@CDMSmith.com
Printed Name	Phone Number / Email Address

ATTACHMENT E



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

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

- ☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

	March 12, 2026
Signature of Authorized Representative	Date
Ronald Jeffrey Mize, Jr.	(w) 865-963-4342 (m) 865-617-3794 MizeRJ@CDMSmith.com
Printed Name	Phone Number / Email Address

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

ATTACHMENT F



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:

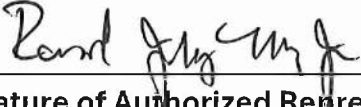
☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

	March 12, 2026
Signature of Authorized Representative	Date
Ronald Jeffrey Mize, Jr.	(w) 865-963-4342 (m) 865-617-3794 MizeRJ@CDMSmith.com
Printed Name and Title	Phone Number / Email Address

ATTACHMENT G

NON-COLLUSION AFFIDAVIT

State of Tennessee

County of Knox

Ronald Jeffrey Mize, Jr., being first duly sworn, deposes and says that:

- (1) He/She is the Vice President of CDM Smith 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): Ronald Jeffrey Mize, Jr.

Title: Vice President

Subscribed and sworn to before me this 4th day of March, 2026

Megan Vogler

Notary

Title

My commission expires: 6/24/28



ATTACHMENT H

TITLE VI ASSURANCE

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

CDM Smith 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.L. 100.259) be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

CDM Smith 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.

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

Declaration of Administrative Head

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



Administrative Head

March 12, 2026

Date

ATTACHMENT I

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name CDM Smith 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 CDM Smith 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 CDM Smith 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 CDM Smith 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 CDM Smith 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 CDM Smith 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: Ronald Jeffrey Mize, Jr. Address/Office

Location: 1100 Marion Street, Suite 300; Knoxville, TN 37921 865-963-4342 Telephone #


(Signature of Company Head)

March 12, 2026

(Date)

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer 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 Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal 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.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, 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 Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer 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: 2026-20 Union Road Construction Engineering and Inspection (CEI) Services

Date: 3/4/26 Name of Proposer's Company: CDM Smith Inc.

Signature of Responsible Proposer: David J. Smith, Jr.

Notary's Signature: Megan Vogler

Notary Seal







**Town of Farragut
Request for Qualifications**

Request for Qualifications No. 2026-20
Qualifications Title: Union Road Construction Engineering and Inspection
(CEI) Services

Information for Respondents

The Town of Farragut's intended schedule for the solicitation is as follows:

RFQ Issue	2/18/26
Deadline for Questions	3/05/26
RFQ Opening	03/12/2026 @ 2:00PM
Intent to Award	03/18/26
Board of Mayor and Alderman Approves/Contract Signed	4/9/26

Responders must submit one original and three copies (4 total): and label on the outside of the envelope as **"Sealed RFQ No. 2026-20 Union Road Construction Engineering and Inspection (CEI)Services"** (A envelope cover page has been provided)

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

1. **Town Website** (Free):
 - https://link.edgepilot.com/s/e21d4051/d914nL_zlkSbJ5nskjuXHg?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 RFQ changes prior to submission of proposal.

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

All communication regarding this RFQ 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 RFQ.

Vendors' contact with anyone else in the Town is forbidden and may result in disqualification of the Vendor's proposal. 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.

Respondents will be responsible for delivery of their responses to the Town of Farragut before the due date/time. Any responses received after the due date/time will remain at the Town's Finance Procurement Division, sealed, and will not be considered.

The solicitation does not commit the Town to award of a contract, to pay any costs incurred in the preparation of a response or to procure or contract for services. The Town reserves the right to reject any and all responses received, to negotiate with all qualified responders, to cancel this solicitation in part or in its entirety or re-advertise if it is in the best interest of the Town to do so.

Submitting an incomplete response or a response without proper required forms can result in disqualification. The Town reserves the right to conduct interviews as part of its evaluation process. After the initial round of scoring, the Town reserves the right to conduct a second round of interviews. The Town's determination of the bidder's ability or inability to complete the project shall be final and nonreviewable. Every vendor agrees to accept the Town's determination of a vendor's ability or inability to complete the project.

The firm will invoice the Town of Farragut monthly for services provided under a lump sum fee contract, and each invoice must clearly specify the date range of services rendered. However, the submittal of a Statement of Qualifications should not include any fee structure or costs.



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

Confidential

Request for Qualifications

DO NOT OPEN

RFQ 2026-20 Union Road Construction Engineering and Inspection (CEI) Services

Proposal Opening Date & Time: March 12th, 2026 @ 2:00pm

Company Name: _____

Company Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.

Scope of Work

Construction Engineering and Inspection (CEI) Services

Grant: PIN 125045.00, Federal Project STP-M-9109(174); State Project 44LPLM-F2-135

Union Road Improvements

Farragut, Knox County

The Town of Farragut seeks professional services from a professional consultant engineering firm to provide services related to the construction of Union Road Improvements.

To accomplish these tasks, the Town will select one firm to be responsible for Construction Engineering and Inspection services. These functions will include:

- Construction Engineering and Inspection (CEI) services in accordance with Tennessee Department of Transportation guidelines
- Inspection for grading, paving, storm sewer, concrete curb & gutter, retaining walls and reinforced concrete box culvert
- Bid review and Pre-Bid meeting participation
- Utility Coordination
- Documentation and management of the construction contract
- Progress payment reviews
- TDOT coordination
- Materials Testing/Certification
- Contract Closeout
- Monitoring of subcontractors
- Work zone safety monitoring

Estimated Schedule for Performance of Work

- **Estimated Construction Notice to Proceed June 2026**
- **Estimated Construction Timeframe: 18 months**

Interested firms should submit a qualifications-based proposal to The Town of Farragut, Procurement Division, Anissa Pratte, 11408 Municipal Center Dr., Farragut, TN 37934, by the due date found on page 1 of this RFQ.

Selection Process

Procurement of these professional services shall comply with the Town of Farragut Procurement Ordinances and the State of Tennessee laws.

Evaluation Criteria

The Town of Farragut staff will utilize objective criteria when evaluating and ranking qualified respondents. These criteria are outlined below:

Workload Capacity; including amount of work under contract with TDOT and other municipalities.	20
Past Performance on TDOT Projects	20
Technical Approach; including personnel assigned, management and record keeping systems, innovative concepts or alternatives, quality control procedures	20
Project Understanding	20
Evaluations of similar projects referenced by the consultant	20

Instructions to Responders

To be considered responsive, all submittals must be made in accordance with these instructions. Submittals shall include one original and three copies (4 total sets of documents) of the following information and shall be organized in the following order.

Title Page: Include name of firm, address, phone number, contact person, and email address of contact person.

- A. Table of Contents
- B. Letter of Transmittal: Limit to one page.
- C. Describe the firm/team and experience with projects of similar size and scope. Include the respective roles and responsibilities of each team member. (Limit to 15 pages)
- D. Provide the team's availability commitment for the project duration.
- E. Provide the team/firm's approach to the project and an estimated timeline of delivery of services.
- F. References: Include the name, address, telephone number, and e-mail address for contact person at three (3) public entities that represent the type of work requested for the scopes under this RFQ, to which the respondent has provided these services within the last 5 years.
- G. Provide a statement that the firm is licensed and qualified to perform the requested services in the State of Tennessee. Include copies of applicable licenses, registrations, certifications for the firm and pertinent personnel who will participate in the project.

H. Any supplemental information that might enhance the Town's understanding of the firm and its experience/qualifications. (Limit to 2 pages)

I. Required Forms:

- a. Drug Free Workplace
- b. List of any subcontractors
- c. Iran Divestment Act Certification
- d. List on company letterhead any sub-consultants to complete the work
- e. Non-Boycott of Israel Certification
- f. Certification regarding debarment and suspension
- g. Title VI Assurance
- h. Equal Employment Opportunity
- i. Addenda Acknowledgement
- j. Non-Collusion Affidavit
- k. Statement of Illegal Immigrants

The contents of this Request for Qualifications (RFQ), including all terms, conditions, specifications, and requirements, as well as the selected firm's response, will be incorporated into and made a part of the final contract between the Town of Farragut and the successful firm. By submitting a qualifications statement, the respondent acknowledges and agrees that the provisions of this RFQ will serve as binding obligations within any resulting agreement.

Town of Farragut 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, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

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

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

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

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

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

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

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

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

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

36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

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

**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 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (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 carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the 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 (1) 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 (1) 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 and 2 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. 180, 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.
6. With respect to compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352: Contractors who apply for 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 and 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 or other drug and alcohol testing 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 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 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 A, B, C, D, E and F:

- Attachment A — Drug-Free Workplace Affidavit
- Attachment B — Employ/Contract with Illegal Immigrants Certification
- Attachment C — Iran Divestment Act Certification
- Attachment D — Non-Boycott of Israel Certification
- Attachment E — Certification Regarding Debarment and Suspension
- Attachment F — Byrd Anti-Lobbying Amendment Certification
- Attachment G — Non-Collusion Affidavit
- Attachment H — Title VI Assurance
- Attachment I — Equal Employment Opportunity

ATTACHMENT A

**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. S 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. S 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: _____

ATTACHMENT B

**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. 1 1 1 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 bargainer, 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 _____

ATTACHMENT C



**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

ATTACHMENT D



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

ATTACHMENT E



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

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

- ☐ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☐ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☐ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☐ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

ATTACHMENT F



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

ATTACHMENT G

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: _____

ATTACHMENT H

TITLE VI ASSURANCE

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

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

_____ further assures 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

ATTACHMENT I

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)

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer 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 Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal 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.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, 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 Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer 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: 2026-20 Union Road Construction Engineering and Inspection (CEI) Services

Date: _____ Name of Proposer's Company: _____

Signature of Responsible Proposer: _____

Notary's Signature: _____

Notary Seal



Town of Farragut

Addendum 1

RFQ No. 2026-20

**Union Rd Construction Engineering and Inspection (CEI) Services
02/27/25**

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. While reviewing the RFQ, we had a quick question about the Town of Farragut Terms and Conditions. The scope outlines professional services, but item 9 on page 8 references "goods and non-professional services." Please confirm that we're reviewing the correct Terms and Conditions for the Union Road Construction Engineering and Inspection RFQ.

A1. Section 9 on page 8 is pertaining to compensation and payment terms. Our Terms and Conditions are set forth by our Attorneys, and the Federal Terms and Conditions are set forth and a condition of the grant this project falls under. We can speak on these things with the awarded vendor at the time of negotiations.

Q2. Could you please confirm whether a full set of plans is available for this RFQ? If so, could you please share a copy for our review?

A2. See Exhibit A of this Addendum. This addendum and any plans attached will become officially a part of the final contract with the awarded vendor

Q3. The RFQ lists the "Proposal Opening Date & Time" as March 12th at 2:00 PM, and we want to make sure we're interpreting the submission deadline correctly. Please confirm that proposals are due prior to 2pm on March 12.

A3. All proposals are due to the Town of Farragut on March 12th, 2026, by 2pm. Please make sure you label your packages with either the label provided in the RFQ instruction documents or mark them RFQ 2026-20 Union Rd Construction Engineering and Inspection (CEI) Services.

Respondents will be responsible for delivery of their responses to the Town of Farragut before the due date/time. Any responses received after the due/date time will remain at the Town of Farragut's Procurement Division office, sealed, and will not be considered.

Q4. Are there specific requirements that the Town of Farragut is looking for under the work zone safety monitoring?

A4. No there are no specifics for work zone safety.

Q5. Does the Town of Farragut have additional construction inspection requirements other than standard TDOT Local Programs requirements?

A5. No. Construction inspection is to be in accordance with the latest edition of the TDOT Standard Specifications for Road and Bridge.

All communications regarding this RFQ 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 RFQ.

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.

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Darryl Smith, Town Engineer

Subject: Approval of Contract with Butler Appraisal Group, LLC for Appraisal Review Services for Virtue Road/Boyd Station Road Project.

Introduction & Background: The purpose of this item is to approve a contract with Butler Appraisal Group, LLC for appraisal review services for acquisition of Right of Way for the Virtue Road/Boyd Station Road project. This project includes the reconstruction of Virtue Road from 1200' south of Needlegrass Lane to Willow Cove Way on Boyd Station Road.

Discussion & Recommendations: Our design consultant has completed Right of Way (ROW) plans for the project, and we have been given Notice to Proceed with the ROW acquisition phase. The project is funded through Surface Transportation Block Grants (STBG), with an 80/20 Federal/Local funding split, and must follow all requirements of TDOT's Local Programs Development Office. One of the requirements is that ROW appraisers, appraisal reviewers, negotiating agents and title companies must all be separate entities to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. We have completed the process of issuing a Request for Qualifications (RFQ), and selected Butler Appraisal Group, LLC as our preferred consultant based upon their qualifications. The contract is for review of appraisals only, with a not-to-exceed fee of \$51,450. This fee is based upon the assumption that all tracts will have formal appraisals (and reviews), but the Town will be billed only for the tracts requiring formal appraisals in accordance with the fee schedule provided in the contract.

Account Number: 310-43984-8000

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$925,000	\$51,450	\$0	\$873,550

Approved By: Tessa Cortes

Recommended By: Darryl Smith, Town Engineer for approval.

Proposed Motion: To approve the contract with Butler Appraisal Group, LLC for appraisal review services for the Virtue Road/Boyd Station Road improvements project with a not-to-exceed fee of \$51,450.

TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client”) and **Butler Appraisal Group, LLC** (“Contractor”) for professional services for the assignment described as follows:

Project: Town of Farragut Virtue Rd Right of Way Appraisal Reviewer Services

Location: Farragut, TN

Description of Project: Virtue Rd Right of Way Appraisal Reviewer Services

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A (RFP Bid Documents, Addendums)** to this Agreement for a description of Basic Services.

2. **Compensation.** Compensation for Right-of-Way Appraiser Review Services performed under RFQ No. 2026-21 shall be based on the agreed-upon fee schedule provided by the Contractor, with total payments for all services rendered under this agreement not to exceed fifty-one thousand four hundred fifty dollars (\$51,450.00), inclusive of all labor, materials, travel, and incidental expenses, unless otherwise authorized in writing by the Town.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Public Works Director may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Public Works Director will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Public Works Director does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Public Works Director within thirty (30) days of receipt by Client. From time-to-time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

Town of Farragut

By: _____

Printed
Name: _____

Title: _____

Date: _____

CONTRACTOR:

Butler Appraisal Group LLC

By: J. Lee Butler

Printed
Name: J. Lee Butler

Title: owner

Date: 3/25/26

Type t

**Virtue Road Proposed Review Fee Schedule
Butler Appraisal Group, LLC**

Based on information provided by the Town of Farragut, this fee proposal includes fees for reviewing up to 23 parcels located along Virtue Road and Boyd Station Road. All review fees listed below assume formal appraisal reports.

This project will require a sales brochure to be completed by the appraiser in addition to the appraisals for each tract. The review fees below include both the review of the sales brochure and the review of each of the tract appraisals.

Tract	Proposed Formal Appraisal Review Fees
2	\$1,650
3	\$2,250
6	\$2,250
7	\$2,250
8	\$1,650
9	\$2,250
10	\$4,500
12	\$1,650
13	\$1,650
14	\$3,600
15	\$1,800
16	\$2,250
17	\$2,250
18	\$2,250
19	\$2,250
20	\$2,250
21	\$2,250
22	\$2,250
23	\$2,250
24	\$2,250
26	\$2,250
27	\$1,800
28	\$1,650
Total	\$51,450

This fee schedule results in a not to exceed total of for the project of \$51,450.

Proposed Schedule, Additional Fees, Changes in the Assignment and Billing

Proposed Schedule

It should take about 30 days to complete the review of the sales brochure and the review of each appraisal report.

Several steps in the review process include timing that is out of my control. These include when I receive the sales brochure and the appraisal reports and how long it takes the appraiser to make requested changes for each. Some appraisers take significantly longer to make corrections to their work product than others. Most are very good at making revision requests but some take multiple weeks to make their revisions. Since the reviews and form 2 offer sheets cannot be completed until the revision requests are returned, delays in the 30 day schedule can occur.

I commit to having my review reports and form 2 offer sheets to the Town of Farragut within 30 days unless I ask for an extension based on one of the reasons listed above or if some other reasonable issue arises.

Additional Fees

The fees proposed on the previous page are for the review of the sales brochure and the completed reviews and initial form 2 offer sheet for each tract.

Changes made to the right-of-way plans requiring alterations to the reviews or offer sheets before the reviews and initial offer sheets have been completed, is work included on the previous fee schedule.

Changes made to the right-of-way plans requiring alterations to the reviews or offer sheets after the reviews and initial offer sheets have been completed, will require an additional fee. Work completed on revised reviews will be billed at a rate of \$100/hour with revised offer sheets typically in the form of an update letter requiring an additional fee of \$100 per offer sheet/update letter.

For the offer sheets, this additional \$100 fee will be required for any revision to the initial offer sheet. A typical scenario for such a revision would be that the owner is not made an initial offer within the 60-day requirement. This would result in the need for a revised offer sheet updating the initial offer for time.

Assignment Changes

If the Town of Farragut changes the assignment structure after my work has started, I reserve the right to bill the Town of Farragut for any work completed on each tract prior to receiving the notification.

Billing

I assume that by the time the notice to proceed for this project is given that the final project scope indicating which tracts will be appraised and what type of appraisal are needed for each tract, will be known. I plan on billing the Town of Farragut after completion of the sales brochure review and then again when the reviews are completed for each tract.

After completion of the sales brochure review, I will bill 20% of the total fee for all tracts included in the final project scope. The remaining 80% of the total fee for each tract will be billed in monthly batches for completed tracts when the reviews and offer sheets for each tract are finished.

RFQ Envelope Cover



Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37772

Confidential

Request for Qualifications

DO NOT OPEN

RFQ 2026-21: Virtue Rd Right of Way Appraisal Reviewer Services

Proposal Opening Date & Time: March 10th, 2026 @ 2:00pm

Company Name: Butler Appraisal Group, LLC
Company Address: 8700 Paxton Grove Lane, Knoxville, 37922
Contact Name: Lee Butler
Telephone Number: 865-599-8470
Email Address: butlerappraisalgroup@hotmail.com

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.

TABLE OF CONTENTS

Transmittal letter

Item C. Firm Experience

Item D. Firm Availability

Item E. Firm Approach and Availability

Item F. References

Item G Licensure and Qualification Statement

- Appraiser Qualifications
- TDOT Pre-Qualification Letter
- TN Appraisal License

Item H. Appraiser's Scope of Work

Item I. Required Forms

- Drug Free Workplace
- Statement of Illegal Immigrants
- Iran Divestment Act certification
- Non-Boycott of Israel certification
- Certification regarding disbarment and suspension
- Byrd Anti-Lobbying certification
- Non-Collusion Affidavit
- Title VI Assurance
- Equal Employment Opportunity statement
- Addenda Acknowledgement



BUTLER APPRAISAL GROUP, LLC

March 4, 2026

J. Lee Butler, owner
Butler Appraisal Group, LLC
8700 Paxton Grove Lane
Knoxville, TN 37922

Town of Farragut
Attn: Anissa Pratte
11408 Municipal Center Drive
Farragut, TN 37772

Re: RFQ 2026-21 Virtue Road Right of Way Appraisal Review Services

To Whom It May Concern:

Please find enclosed the original and 3 copies of the proposal submitted by Butler Appraisal Group, LLC. This is in response to the Request for Qualifications (RFQ) posted by the Town of Farragut for the Virtue Road right-of-way appraisal reviewer services.

I am pleased to submit this proposal and am confident that my extensive experience providing appraisal and appraisal review services for TDOT and local public agencies will add significant value to the Town of Farragut as it completes the right-of-way acquisitions associated with the Virtue Road project.

This proposal includes all of the required information and forms outlined in the RFQ.

I have reviewed the RFQ requirements and ensure that this proposal complies with all terms and conditions outlined in the solicitation.

Thank you for your consideration.

Sincerely,

J. Lee Butler
TN Certified General Appraiser #1900

8700 Paxton Grove Lane, Knoxville, TN 37922
Phone (865) 599-8470 Email: ButlerAppraisalGroup@hotmail.com

Item C.

I am J. Lee Butler, principal and owner of Butler Appraisal Group, LLC, an appraisal firm I established in 2002. As the sole member and employee, I have full authority to execute contracts and perform all requested services. All projects listed below were completed exclusively by me, and I will personally complete all appraisal review work associated with this assignment.

I am a Certified General Appraiser (CG #1900) in the State of Tennessee and have been actively engaged in the appraisal profession since 1992. I am currently prequalified and approved by TDOT to perform right-of-way acquisition appraisals and appraisal reviews (pre-qualification letter attached). My work is performed in full compliance with TDOT's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects, the Uniform Act, and USPAP.

Over my 35-year appraisal career, I have appraised nearly all property types, with a substantial concentration in right-of-way acquisition appraisals and appraisal reviews. I have completed numerous ROW assignments throughout East and Middle Tennessee, many for TDOT. Over the past 15 years, my practice has expanded to include locally managed transportation projects for Local Public Agencies and design/engineering firms acting on their behalf, providing both appraisal and appraisal review services.

Recent right-of-way appraisal review assignments include approximately 50 reviews for the City of Knoxville along Washington Pike, 12 reviews for TDOT along Memorial Boulevard in Sullivan County, and multiple reviews for the City of Kingsport in downtown Kingsport.

For the Town of Farragut, I have completed appraisal reviews for the S. Watt Road extension (between Kingston Pike and Old Stage Road) and for improvements along Old Stage Road. Additional large-scale review projects completed include 35 appraisals for the City of East Ridge along Ringgold Road in Hamilton County and multiple projects for the City of Johnson City, including 33 tracts along Knob Creek Road and 19 tracts along Indian Ridge Road.

Upcoming assignments include appraisal reviews along Boyds Creek Highway in Sevier County and Netherlands Inn Road in Kingsport. These are smaller scale projects.

Previous right-of-way projects for the Town of Farragut include the Concord Road widening, S. Campbell Station Road extension, Dixie Lee Junction reconfiguration, Everett Road widening, the Willow Creek sidewalk project, and the intersection safety improvements at Watt Road and Kingston Pike.

My extensive experience with TDOT standards, local agency coordination, and right-of-way appraisal review requirements allows me to provide thorough, compliant, and timely review services. I am fully prepared to deliver the same level of diligence and professionalism for this project.

Item D.

I am fully available and committed to this project for its entire duration and through final completion.

Item E.

Based on the anticipated size of this project, it should include a market data sales brochure prepared by the appraiser of record. Upon receipt, I will first review the sales brochure and supporting sales data. If revisions are necessary, I will promptly contact the appraiser to request corrections.

Once the sales data is confirmed and well supported, I will review each appraisal report as it is submitted. Following each review, I will communicate any required revisions directly to the appraiser of record to ensure compliance with applicable standards and project requirements.

After all appraisal issues have been addressed, I will prepare an appraisal review report using TDOT's Local Public Agency Appraisal Review Report Form. Because revisions will have been resolved during the review process, the final review report is typically supportive as it is based upon the appraiser's corrected report.

Upon completion of the review report, I will prepare a TDOT-approved Offer Sheet (LPA Form 2) for each tract. I will execute the form, after which it will require signature by the appropriate representative of the Town of Farragut. The completed Form 2 will then be delivered to the property owner by the acquisition agent. To remain valid, the initial owner offer must be made within 60 days of my signature date. If the offer is made outside this 60-day period, an updated Form 2 or validation letter will be required.

My anticipated turnaround time for review of the sales brochure and each appraisal report is 30 days from receipt. Two potential exceptions should be noted. If the sales brochure and all appraisal reports are received simultaneously, I would request an additional 15 days to complete the reviews. Additionally, the timing of revisions from the appraiser of record is outside my control. The overall review schedule is dependent upon the timely submission of corrected appraisal reports. I will maintain proactive communication with the appraiser to facilitate an efficient and timely review process.

Please see Item H for my Scope of Work submission. All RFQ requirements have been addressed, with additional clarification provided where appropriate.

Item F.

References:

Jeff Mayernich 865.594.2027 - Jeffrey.mayernich@tn.gov - TDOT Region 1 Chief Appraiser

- Numerous Appraisal projects in recent years as well as several appraisal review projects.

Chris Ruberg 865.215.4465 - cruberg@knoxvilletn.gov - City of Knoxville Real Estate Manager

- Several appraisal and appraisal review projects in recent years.

Emily Hooper 865.270.3394 - ehooper@jmt.com - Real Property Specialist for Johnson, Mirmiran & Thompson, Inc. (formerly Vaughn & Melton)

- Knox County appraisal assignment and large appraisal review assignment over the past year.

Shap Stiles 865.299.6138 - shap.stiles@gresham-smith.com - Senior Transportation Engineer with Gresham Smith Partners

- Two fairly large appraisal projects in Blount County over the past 5 years.

Ben Sharbel 865.215.5765 - ben.sharbel@knoxcounty.org - Knox County Supervisor of Property Development & Asset Management

- Several appraisal assignments over the past 10 years

Item G.

I am currently prequalified and approved by TDOT to perform right-of-way acquisition appraisals and appraisal reviews (pre-qualification letter attached).

QUALIFICATIONS

J. LEE BUTLER, APPRAISER

Owner and Chief Member

Butler Appraisal Group, LLC

8700 Paxton Grove Lane

Knoxville, Tennessee 37922-9431

Experience

Experience in real property appraising and appraisal reviews in Tennessee since 1993.

State of Tennessee Certified General Appraiser - #CG-1900

TDOT Appraiser CRW-914

Education

Bearden High School – Knoxville, TN, 1988

University of Tennessee – Knoxville, TN, 1992

Graduated with honors with a Bachelor of Science degree in Business Administration

Major: Accounting

Appraisal Institute

Courses: 110; Appraisal Principles, March 1993
120; Appraisal Procedures, March 1993
210; Residential Case Study, November 1993
310; Basic Income Capitalization, March 1995
320; General Applications, January 1998
510; Advanced Income Capitalization, May 1998
520; Highest and Best Use Analysis, June 2001
530; Advanced Sales Comparison and Cost Approaches, August 2004
540; Report Writing and Valuation Analysis, March 2003
715; Condemnation Appraising: Principles and Applications, January 2009
Appraising the Appraisal: Appraisal Review-General, September 2012
Appraising the Appraisal: Appraisal Review-Residential, March 2014
Business Practice and Ethics, January 2025
Numerous other classes and courses over the years

McKissock Learning Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), April 2023
7-Hour National USPAP Equivalent Course, October 2024

Appraisal Clients

Tennessee Department of Transportation

Knox County

O.R. Colan Associates

City of Maryville

Various other appraisals for local governments, municipalities, engineering firms, individuals and attorneys

City of Knoxville

Town of Farragut

City of Johnson City

JMT (previously Vaugh & Melton)

Gresham, Smith and Partners

West Knox Utility District

Tennessee Valley Authority (TVA)

City of Oak Ridge

TDOT Prequalification Letter



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES DIVISION
SUITE 500, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

November 15, 2024

Mr. John Lee Butler
Butler Appraisal Group, LLC
8700 Paxton Grove Lane
Knoxville, TN 37922

Subject: Evaluation of Consultant Pre-qualification Form

Dear Mr. Butler:

The Department has completed an evaluation of your Consultant Pre-qualification Form DT-1742. You are hereby informed that you shall be considered as being qualified for the performance of the following services for a three-year period beginning November 13, 2024:

Right-of-way Appraisal Services

Please be advised that consultants desiring to contract with TDOT must now assume full responsibility for renewing their pre-qualification status via the DT-1742 Form.

Thank you for keeping the information regarding your qualification current with us. Should you have any questions in this regard, please contact this office.

Sincerely,


Chad Schulhauser (Nov 15, 2024 14:50 CST)

Chad Schulhauser, PE
Director
Professional Services Division

CS/MW

cc: Jeff Hoge
Jim Hagan
Jon Norton
Hannah Guest

Appraisal License



Item H.

Appraisal Review Scope of Work

My proposed scope of work to be provided is detailed as follows:

- Conduct a drive-by visual inspection of all comparable sales utilized in each appraisal report.
- Verify each comparable sale by cross-checking it with the associated warranty deed at the appropriate Register of Deeds Office.
- Review each comparable sale for accuracy and identify any discrepancies or errors.
- If errors are identified, contact the appraiser to discuss the issues and request corrections as necessary.
- Inspect each subject tract from the public right-of-way.
- Compare the information contained in each appraisal report to my visual inspection of the property, the right-of-way plans, and any project exhibits provided.
- Thoroughly review each appraisal report for accuracy, completeness, appraisal methodology, valuation techniques, analyses, opinions, and conclusions.
- Address any additional issues identified in the report by contacting the appraiser for clarification or revision as appropriate.
- Perform a technical review to ensure compliance with:
 - The Uniform Standards of Professional Appraisal Practice (USPAP)
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)
 - Tennessee Department of Transportation (TDOT) Guidelines for Appraisers
- I will not develop an independent estimate of value.
- Complete the appraisal review report using the TDOT Local Public Agency Appraisal Review Report Form.
- Provide a completed TDOT-approved Offer Sheet (LPA Form 2) for each tract.

In Tennessee, a company with one employee is not required to have a formal, state-certified Drug-Free Workplace Program.

Butler Appraisal Group, LLC has only one employee.

Therefore, although the Drug-Free Workplace Affidavit form is included on the following page, it is not filled out.

ATTACHMENT A

**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. S 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. S 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: _____

ATTACHMENT B

**STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS
EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING**

This is to certify that Butler Appraisal Group, LLC have fully complied with all the requirements of Chapter No. 878 (House Bill No. 1 1 1 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 Tennessee

County of Knox

Personally appeared before me, Lauren Rosenbush the undersigned Notary Public, J. Lee Butler, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the Butler Appraisal Group, LLC

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 March 5, 2024

Notary Public Lauren Rosenbush

My commission expires 11/19/29



My Commission Expires Nov. 19, 2029

ATTACHMENT C



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	RFQ 2026-21
CONTRACTOR LEGAL ENTITY NAME:	Butler Appraisal Group, LLC
EDISON SUPPLIER IDENTIFICATION NUMBER:	56758

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.

A handwritten signature in blue ink, appearing to read "J. Lee Butler", is written over a horizontal line.

CONTRACTOR SIGNATURE

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

J. Lee Butler, owner

PRINTED NAME AND TITLE OF SIGNATORY

03/04/2026

DATE

ATTACHMENT D



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.

	03/04/2026
Signature of Authorized Representative	Date
J. Lee Butler	865-599-8470 butlerappraisalgroup@hotmail.com
Printed Name	Phone Number / Email Address

ATTACHMENT E



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

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

- ☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

	03/04/2026
Signature of Authorized Representative	Date
J. Lee Butler	865-599-8470 butlerappraisalgroup@hotmail.com
Printed Name	Phone Number / Email Address

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

ATTACHMENT F



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:

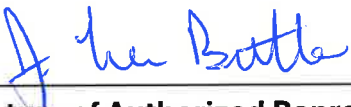
☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

	03/04/2026
Signature of Authorized Representative	Date
J. Lee Butler	865-599-8470 butlerappraisalgroup@hotmail.com
Printed Name and Title	Phone Number / Email Address

ATTACHMENT G

NON-COLLUSION AFFIDAVIT

State of Tennessee
County of Knox

J. Lee Butler, being first duly sworn, deposes and says that:

- (1) He/She is the owner of Butler Appraisal Group, LLC, 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): J Lee Butler
Title: owner

Subscribed and sworn to before me this 5 day of March, 2024

Lauren Rosenbush
Title

My commission expires: 11/19/29



My Commission Expires Nov. 19, 2029

ATTACHMENT H

TITLE VI ASSURANCE

As required by the contractual agreement, J. Lee Butler will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs.

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

J. Lee Butler 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.

J. Lee Butler 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

03/04/2026

Date

ATTACHMENT I

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of (Company Name Butler Appraisal Group, LLC) 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 Butler Appraisal Group, LLC) 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 Butler Appraisal Group, LLC) 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.

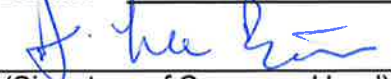
All current employees of (Company Name Butler Appraisal Group, LLC) are requested to encourage qualified disabled persons, minorities, females, special disabled veterans, and Vietnam Era veterans to apply for employment, on-the-job training or for union apprenticeship.

It is the policy of (Company Name Butler Appraisal Group, LLC) 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 Butler Appraisal Group, LLC) 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: J. Lee Butler, owner Address/Office

Location: 8700 Paxton Grove Lane, Knoxville, 37922 865-599-8470 Telephone #



(Signature of Company Head)

03/04/2026

(Date)

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer 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 Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal 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.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, 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 Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer 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: 2026-21 Virtue Rd Right of Way Appraisal Reviewer Services

Date: 03/04/2026 Name of Proposer's Company: Butler Appraisal Group, LLC

Signature of Responsible Proposer:

Notary's Signature:

[Handwritten Signature]

Notary Seal



Commission Expires Nov. 19, 2029



Town of Farragut Request for Qualifications

Request for Qualifications No. 2026-21
Qualifications Title: Virtue Rd Right of Way Appraisal Reviewer Services

Information for Respondents

The Town of Farragut's intended schedule for the solicitation is as follows:

RFQ Issue	02/17/2026
Deadline for Questions	03/03/2026
RFQ Opening	03/10/2026 @ 2:00PM
Intent to Award	03/13/2026
Board of Mayor and Alderman Approves/Contract Signed	04/12/2026

Responders must submit one original and three copies (4 total): and label on the outside of the envelope as **"Sealed RFQ No. 2026-21 Virtue Rd Right of Way Appraisal Reviewer Services"** (A envelope cover page has been provided)

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

1. **Town Website** (Free):
 - o https://link.edgepilot.com/s/e21d4051/d914nL_zlkSbJ5nskjuXHg?u=https://www.townoffarragut.org/Bids.aspx?CatID=17
 - o Registration is required but at no cost to vendors.
2. **Vendorlink** (Paid):
 - o <https://link.edgepilot.com/s/cb5ff12b/xEUleExc3k2Kw81aTPmiwQ?u=https://www.myvendorlink.com/external/home>
 - o Vendors must register and pay to access solicitations but benefit from exposure to opportunities nationwide.
3. **Beacon** (Paid):
 - o https://link.edgepilot.com/s/1f6497fb/IRQ_l4wvpEaSC2N_EUh0dw?u=https://www.beaconbid.com/login
 - o Also requires vendor registration and payment, offering national visibility.
4. **EUNA/Demand Star** (Paid):
 - o <https://www.demandstar.com/app/login>
 - o Also requires vendor registration and payment, offering national visibility.

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

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

All communication regarding this RFQ 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 RFQ.

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

Respondents will be responsible for delivery of their responses to the Town of Farragut before the due date/time. Any responses received after the due date/time will remain at the Town's Finance Procurement Division, sealed, and will not be considered.

The solicitation does not commit the Town to award of a contract, to pay any costs incurred in the preparation of a response or to procure or contract for services. The Town reserves the right to reject any and all responses received, to negotiate with all qualified responders, to cancel this solicitation in part or in its entirety or re-advertise if it is in the best interest of the Town to do so.

Submitting an incomplete response or a response without proper required forms can result in disqualification. The Town reserves the right to conduct interviews as part of its evaluation process. After the initial round of scoring, the Town reserves the right to conduct a second round of interviews. The Town's determination of the responders's ability or inability to complete the project shall be final and nonreviewable. Every vendor agrees to accept the Town's determination of a vendor's ability or inability to complete the project.



Town of Farragut
11408 Municipal Center Dr
2nd Floor
Farragut, TN 37772

Confidential

Request for Qualifications

DO NOT OPEN

RFQ 2026-21: Virtue Rd Right of Way Appraisal Reviewer Services

Proposal Opening Date & Time: March 10th, 2026 @ 2:00pm

Company Name: _____

Company Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.

Scope of Work

Right of Way Appraisal Reviewer

Grant: PIN 132927.00, Federal Project STP-M-9109(195), S.P. 47LPLM-F2-216

Virtue Road/Boyd Station Road, from South of Needlegrass Lane to Willow Cove Way

Farragut, Knox County

The Town of Farragut seeks professional services from qualified appraisal firms to review appraisals connected with the project at Virtue Road and Boyd Station Road. The project encompasses grading, paving, signage, and intersection enhancements, requiring the acquisition of Right of Way, permanent drainage easements, slope easements, and construction easements across approximately 23 tracts.

To accomplish these tasks, the Town will select one firm to be responsible for appraisal reviews. These functions will include:

- The reviewer will review each appraisal for compliance with TDOT Appraisal Guidelines, and the Uniform Act and USPAP.
- Review each appraisal for accuracy and completeness in all relevant approaches to value.
- Confirmation of data or information, used in the appraisal, makes a determination as to whether the market data are capable of addressing the value characteristics of each parcel.
- Explains fully in writing, any changes, revision, or corrections made to the appraisal being reviewed.
- Signs Certificate of Review
- Signs Just Compensation Document (Must also be signed by the Town of Farragut)
- Shall be licensed and/or certified to conduct real estate appraisals in Tennessee.
- Shall NOT be the Appraiser, Negotiator (Buyer) or Closing Agent
- Must be on the TDOT's approved list of appraisers
- Shall not have any interest, direct or indirect, in the lands being appraised
- Establishes just compensation by approval of appraisal or by use of revised or additional data along with justification of its use

All consultants must coordinate property acquisition activities with the TDOT Right of Way offices and ensure full compliance with the most recent editions of the TDOT Right of Way Manual and the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Invoicing and payment for consulting services will be managed by the Town of Farragut, following TDOT's established guidelines.

Interested firms should submit a qualifications-based proposal to The Town of Farragut, Procurement Division, Anissa Pratte, 11408 Municipal Center Dr., Farragut, TN 37934, but the due date found on page 1 of this RFQ.

Selection Process

Procurement of these professional services shall comply with the Town of Farragut Procurement Ordinances and the State of Tennessee laws.

Evaluation Criteria

The Town of Farragut staff will utilize objective criteria when evaluating and ranking qualified respondents. These criteria are outlined below:

Demonstrated abilities in completing appraisals reviews	25%
Experience specific to TDOT Local Programs projects	25%
Qualifications and availability of staff	20%
Demonstrated ability to meet schedules	15%
Evaluations on prior projects with TDOT, Town of Farragut and other clients, if available	15%

Instructions to Responders

To be considered responsive, all submittals must be made in accordance with these instructions. Submittals shall include one original and three copies (4 total sets of documents) of the following information and shall be organized in the following order.

Title Page: Include name of firm, address, phone number, contact person, and email address of contact person.

- A. Table of Contents
- B. Letter of Transmittal: Limit to one page.
- C. Describe the firm/team and experience with projects of similar size and scope. Include the respective roles and responsibilities of each team member. (Limit to 15 pages)
- D. Provide the team's availability commitment for the project duration.
- E. Provide the team/firm's approach to the project and an estimated timeline of delivery of services.
- F. References: Include the name, address, telephone number, and e-mail address for contact person at three (3) public entities that represent the type of work requested for the scopes under this RFQ, to which the respondent has provided these services within the last 5 years.
- G. Provide a statement that the firm is licensed and qualified to perform the requested services in the State of Tennessee. Include copies of applicable licenses, registrations, certifications for the firm and pertinent personnel who will participate in the project.
- H. Any supplemental information that might enhance the Town's understanding of the firm and its experience/qualifications. (Limit to 2 pages)

I. Required Forms:

- a. Drug Free Workplace
- b. List of any subcontractors
- c. TN License or certification to conduct real estate appraisals in TN
- d. Current proof of being on TDOTs approval list of appraisers.
- e. Iran Divestment Act Certification
- f. Non-Boycott of Israel Certification
- g. Certification regarding debarment and suspension
- h. Title VI Assurance
- i. Equal Employment Opportunity
- j. Addenda Acknowledgement
- k. Non-Collusion Affidavit
- l. Statement of Illegal Immigrants

The contents of this Request for Qualifications (RFQ), including all terms, conditions, specifications, and requirements, as well as the selected firm's response, will be incorporated into and made a part of the final contract between the Town of Farragut and the successful firm. By submitting a qualifications statement, the respondent acknowledges and agrees that the provisions of this RFQ will serve as binding obligations within any resulting agreement.

Town of Farragut 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, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Town of Farragut, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.
18. **LIMITATIONS OF RESPONSIBILITY.** In no event is Town liable for anticipated profits or for incidental or consequential damages. Town's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. The Town of Farragut is not liable for penalties of any description. Any action resulting from any breach of this Agreement by the Town as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

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

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

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

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

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

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

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

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

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

36. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Vendor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
37. **COMPLIANCE WITH LAWS.** The Town has entered into this agreement with the Vendor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Vendor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.

The Vendor understands and acknowledges the applicability to it of:

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

**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 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (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 carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the 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 (1) 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 (1) 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 and 2 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. 180, 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.
6. With respect to compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352: Contractors who apply for 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 and 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 or other drug and alcohol testing 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 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 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 A, B, C, D, E and F:

- Attachment A — Drug-Free Workplace Affidavit
- Attachment B — Employ/Contract with Illegal Immigrants Certification
- Attachment C — Iran Divestment Act Certification
- Attachment D — Non-Boycott of Israel Certification
- Attachment E — Certification Regarding Debarment and Suspension
- Attachment F — Byrd Anti-Lobbying Amendment Certification
- Attachment G — Non-Collusion Affidavit
- Attachment H — Title VI Assurance
- Attachment I — Equal Employment Opportunity

ATTACHMENT A

**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. S 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. S 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: _____

ATTACHMENT B

**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. 1 1 1 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 bargainer, 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 _____

ATTACHMENT C



**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

ATTACHMENT D



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

ATTACHMENT E



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

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

- ☐ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☐ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☐ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☐ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

ATTACHMENT F



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

ATTACHMENT G

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: _____

ATTACHMENT H

TITLE VI ASSURANCE

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

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

_____ further assures 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

ATTACHMENT I

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)

Town of Farragut

ADDENDA ACKNOWLEDGEMENT & PROPOSAL CERTIFICATION

ADDENDA ACKNOWLEDGEMENT:

By submitting this Proposal, the Proposer represents that the Proposer has examined copies of all the RFQ Documents and hereby acknowledges they have verified that the Proposer 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 Proposer further acknowledges that should it be determined at the time of the Proposal opening that the Proposer has failed to acknowledge receipt of ALL issued addenda; the Proposal 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.

PROPOSAL CERTIFICATION:

By signing below, I certify that I have reviewed this Proposal Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this Proposal, 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 Proposal Solicitation, unless otherwise stated herein; that I am submitting this Proposal, offer or Proposal for review and consideration; that I am authorized by the Proposer to execute and submit this Proposal, offer, or proposal, or any documents related thereto on Proposer's behalf; that I am authorized to bind the Proposer in a contractual relationship; and the Proposer 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: 2026-21 Virtue Rd Right of Way Appraisal Reviewer Services

Date: _____ Name of Proposer's Company: _____

Signature of Responsible Proposer: _____

Notary's Signature: _____

Notary Seal



Town of Farragut

Addendum 1

RFQ No. 2026-21

**Virtue Rd ROW Appraisal Reviewer Services
03/04/2026**

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. If the appraisal firm has less than 5 employees, does the drug -free workplace affidavit need to be included? Or just include and leave blank?

A1. Since this is a grant funded project, we are required to collect these forms. If you have something formal that states your firm is exempt, please submit it with the proposal.

Q2. Has Farragut already secured the appraisers for this project? Can you share who that is?

A2. No, Farragut has not secured the appraisers for this project. That procurement solicitation will go out in the coming weeks. If you are awarded 2026-21, you cannot be awarded for the appraiser's position.

Q3. The RFQ indicates that the contract will be signed on April 12. Can you estimate when appraisals would start being provided to the reviewer chosen? Immediately or at some later date?

A3. It will be at a later date. We anticipate that to be several months away.

Q4. The properties south of Needlegrass Lane to Willow Cove Way all look of typical complexity, but If I can ask, do any of the tracts impacted include any of the Willow Creek Golf Club, any property owned, occupied or controlled by the railroad or TVA owned reservoir property?

A4. Willow Creek Golf Course is not a tract. There's no property owned by Norfolk Southern or TVA owned reservoir property.

Q5. The scope indicated a signed Just Compensation Document, is that equivalent to TDOT's Form 2?

A5. The just compensation document is Form 2.

See Exhibit A for ROW Property Map

All communications regarding this RFQ 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 RFQ.

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.

Exhibit A

R.O.W. ACQUISITION TABLE																	
TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT DRAINAGE	SLOPE	CONSTRUCTION (A)	AIR RIGHTS
				BOOK	PAGE												
1	VISTA HOMEOWNERS ASSOCIATION, LLC	152	42.00	20030618	0117062												
2	TOWN OF FARRAGUT	152	40.00	1973	387	4.451	2.457	6.908				4.451	2.457		632 S.F.	0.123	
3	JANICE H WILLIAMS	152	39.00	20100107	0045288		1.200	1.200					1.200		1311 S.F.	2658 S.F.	
4	VISTA HOMEOWNERS ASSOCIATION, LLC	152	39.00	20030618	0117062												
5	VISTA HOMEOWNERS ASSOCIATION, LLC	152	49.00	20030618	0117062												
6	PLD INVESTMENTS, LLC	152	37.00	20230517	0061627		0.601	0.601					0.601			1088 S.F.	
7	JOSEPH TUCKER & JOYCE MONTGOMERY	152	36.00	20140828	0012452		0.555	0.555					0.555			1317 S.F.	
8	WILLIAM E JR & MAUREEN THERESA LOVELL	152	35.01	2023	1110		1.146	1.146					1.146			1570 S.F.	
9	JOHN RANDALL SLATEN	152	35.00	20120803	0007634		1.440	1.440					1.440		915 S.F.	3917 S.F.	
10	STEVE E & VIRGINIA T WILLIAMS	152	33.03	1974	982	0.710	22.000	22.710		1108 S.F.	1108 S.F.	0.710	21.975	160 S.F.	0.182	0.286	
11	VIRTUE CUMBERLAND PRESBYTERIAN CHURCH	152	53.00	1663	1057		7.560	7.560					7.560				
12	JAMES J JR & DEBORAH ANN MATHIS	162	54.00	20200505	0073167	7.440	2.050	9.490	311 S.F.		311 S.F.	7.433	2.050	320 S.F.	1427 S.F.	0.158	
13	VIRTUE CUMBERLAND PRESBYTERIAN CHURCH	152	54.10	1663	1057		8.480	8.480					8.480		1059 S.F.	513 S.F.	
14	HOMESTEAD LAND HOLDINGS, LLC	162	50.00	20210729	007927		94.330	94.330					94.330		498 S.F.	267 S.F.	
15	MICHAEL JOSEPH & TANYA LOUISE WEAVER	162	54.02	20230403	0053352		0.981	0.981					0.981		309 S.F.	1008 S.F.	
16	AARON J & MELISSA L STOUT	162	54.03	20210816	0013109		1.049	1.049		2275 S.F.	2275 S.F.		0.997		844 S.F.	1978 S.F.	
17	CHARLES LEE & ELIZABETH L BUTLER	162	54.11	20111202	0030061		1.000	1.000					1.000			725 S.F.	
18	DONOVAN OLCOTT ATCHLEY	162	54.12	2010	21		1.000	1.000					1.000			639 S.F.	
19	BART E & THERESA A REYNOLDS	162	54.13	19991222	0046927		1.000	1.000					1.000			583 S.F.	
20	JOHNNY F & SHARON W RICE	162	54.04	1916	351		1.000	1.000					1.000			1907 S.F.	
21	CHARLES E & WANDA F HUSKEY	162	54.05	1578	458		1.000	1.000					1.000		916 S.F.	1808 S.F.	
22	JANICE L ASHER	162	54.06	20030930	0038042		1.000	1.000					1.000		151 S.F.	1272 S.F.	
23	CRISTOPHER NICOLL & SARAH MONTGOMERY	162	54.07	20210920	0023120		1.000	1.000					1.000			1236 S.F.	
24	TINA POLLARD & DANNY WAYNE VEST	162	54.08	20181001	0221166		1.000	1.000					1.000			301 S.F.	
25	NORFOLK SOUTHERN RAILWAY																
26	JEFFREY B SR & GAYE G JOLLY	162	55.00	2259	860	3.569		3.569				3.569				730 S.F.	
27	GEORGE M MASSENGILL	162	55.01	20161003	0021488	1.271		1.271				1.271				796 S.F.	
28	DAVID MOORE GALBRAITH	152	33.05	1974	981											702 S.F.	
29	DAVID MOORE GALBRAITH	152	94.00	1569	1040												
30	WILLIAM E JR & MAUREEN THERESA LOVELL	152	35.02	2221	570												
31	SHEPHERD EDITH GERTRUDE	162	54.09	1644	373 & 375												
32	PLD INVESTMENTS, LLC	152	50.00	20230517	0061627												
33	JAMES H & KAY WATERS	152	49	1547	1000												
34	VISTA HOMEOWNERS ASSOCIATION, LLC	152	44.00	20030618	0117062												

Ⓐ FOR WORKING ROOM

PROPERTY MAP LEGEND

	PRESENT R.O.W.
	PRESENT & PROPOSED R.O.W.
	PROPOSED R.O.W.
	SLOPE EASEMENT
	CONSTRUCTION EASEMENT

DISTURBED AREA		
IN BETWEEN SLOPE LINES	5.629	(AC)
10' WIDE STRIP FOR WORKING AREA (OUTSIDE SLOPE LINES)	2.756	(AC)
TOTAL DISTURBED AREA	8.385	(AC)



LDA ENGINEERING

[illegible]

**VIRTUE ROAD / BOYD STATION ROAD FROM SOUTH
OF NEEDLEGRASS LANE TO WILLOW COVE WAY
FARRAGUT, TENNESSEE**

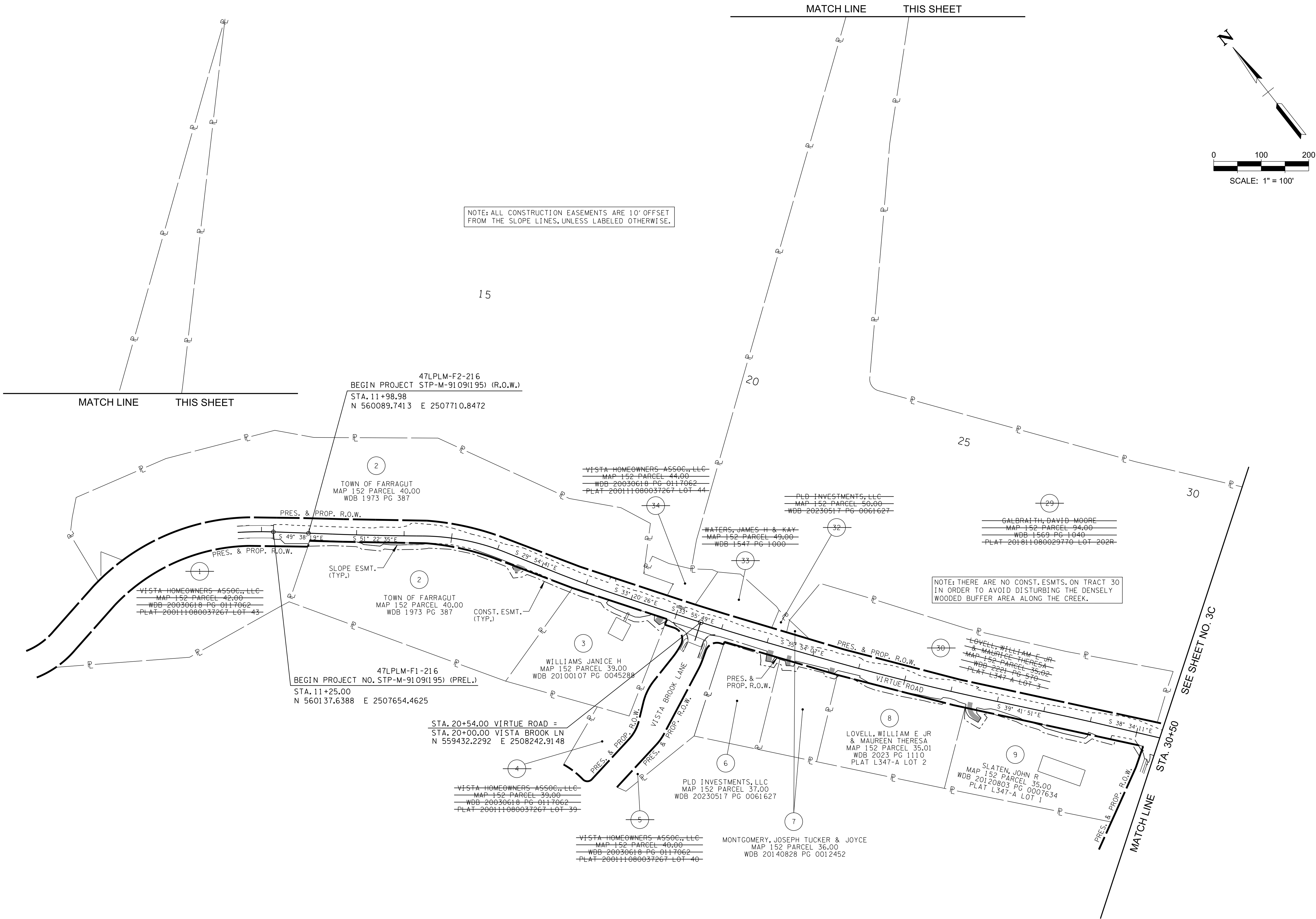
R.O.W. PLANS

PROJECT NUMBER: FAR302	
DATE: AUG 2025	SCALE: AS SHOWN
DRAWN BY:	DESIGNED BY JCE

SHEET TITLE:

RIGHT-OF-WAY ACQUISITION TABLE AND LEGEND

SHEET 3A



REV	DATE	REVISION DESCRIPTION

VIRTUE ROAD / BOYD STATION ROAD FROM SOUTH
OF NEEDLEGRASS LANE TO WILLOW COVE WAY
FARRAGUT, TENNESSEE

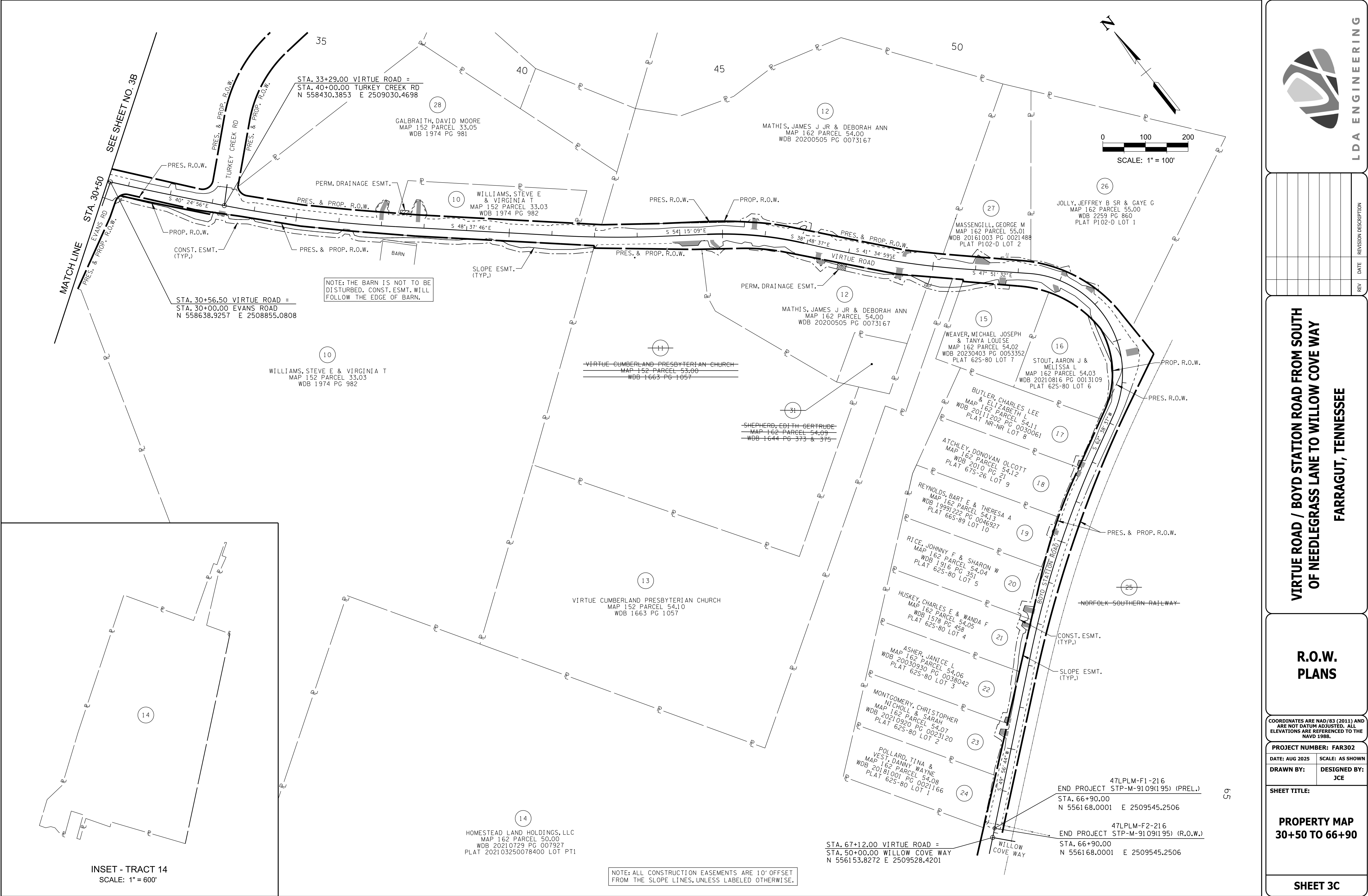
R.O.W.
PLANS

COORDINATES ARE NAD/83 (2011) AND
ARE NOT DATUM ADJUSTED. ALL
ELEVATIONS ARE REFERENCED TO THE
NAVD 1988.

PROJECT NUMBER: FAR302	
DATE: AUG 2025	SCALE: AS SHOWN
DRAWN BY:	DESIGNED BY:
	JCE

SHEET TITLE:

PROPERTY MAP
11+25 TO 30+50



LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

VIRTUE ROAD / BOYD STATION ROAD FROM SOUTH
OF NEEDLEGRASS LANE TO WILLOW COVE WAY
FARRAGUT, TENNESSEE

R.O.W.
PLANS

COORDINATES ARE NAD/83 (2011) AND
ARE NOT DATUM ADJUSTED. ALL
ELEVATIONS ARE REFERENCED TO THE
NAVD 1988.

PROJECT NUMBER: FAR302	
DATE: AUG 2025	SCALE: AS SHOWN
DRAWN BY:	DESIGNED BY: JCE

SHEET TITLE:
**PROPERTY MAP
30+50 TO 66+90**

SHEET 3C

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Mark Shipley, Community Development Director

Subject: Request for approval of the Forget Me Not 5K and 10K on April 18, 2026 starting and finishing at the Village Green Shopping Center and involving streets within the Village Green Subdivision (Troy Andrew Degges, Applicant)

Introduction & Background: This agenda item involves a request to approve a 5K and 10K run to raise money for combating Alzheimer's through the Forget Me Not organization.

Discussion & Recommendations: This event will be held on April 18 with the set-up time beginning at 6:00 am and the breakdown time ending at 10:30 am. The start and finish will be at the Planet Fitness in the Village Green Shopping Center. Both runs will involve streets within the Village Green Subdivision and this is the main reason this event is being presented to the Board for approval. The event is anticipated to have 350 participants and around 100 spectators. There will be two police officers and volunteers to assist with traffic control and course navigation.

The event application, race route, and insurance certificate are included in the packet.

The Event Committee will be reviewing this event at the meeting on April 6. The application appears to be complete, and the staff will update the Board on the Event Committee's action at the meeting. It is anticipated that the Committee will recommend approval of the event.

Recommended By: Mark Shipley, Community Development Director for approval.

Proposed Motion: To approve the special event application for the Forget Me Not 5 and 10K on April 18.

DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

SPECIAL EVENT PERMIT APPLICATION

NOTE: If there is any change that would alter the information given in this application while it is pending, the applicant shall notify the Town of Farragut within 48 hours of such change.

APPLICANT/CONTACT PERSON NAME: Troy Andrew Degges

ADDRESS: _____

PHONE: 8653371885

EMAIL: ddegges@volalz.org

EVENT LOCATION NAME AND ADDRESS: 11433 Kingston Pike, Farragut, TN 37934 (Planet Fitness Village Green Shopping Center)

([Mayor Ralph McGill Plaza](#) and [Founders Park](#) require an additional application)

EVENT DATE(S): 4/18/26

EVENT HOURS: 3

SET UP TIME: 6:00 **BREAKDOWN TIME:** 10:30 **NUMBER OF PARTICIPANTS:** 350 **NUMBER OF SPECTATORS:** 100

OUTLINE PROVISIONS FOR IMMEDIATE CLEANUP AFTER SPECIAL EVENT:

We will immediately break down all the setup, pick up all the trash, and leave everything as we found it.

EVENT NAME: The Forget Me Not 5k

EVENT PURPOSE: Raise money for Alzheimer's and those affected by it

IS THIS A REPEATED EVENT IN THE TOWN OF FARRAGUT? ☒ YES ☐ NO **IF YES, DATE OF LAST EVENT:** 4/12/2025

CHECK ALL THAT APPLY:

☐	FOOD TRUCKS WILL BE UTILIZED	Food trucks must possess a Farragut Mobile Food Vending Permit .
☐	ALCOHOL WILL BE SERVED	For beer, a Temporary Beer Permit and BOMA approval will be required. For wine, liquor and/or high gravity beer, please attach a copy of the appropriate Tennessee state issued liquor license .
☐	A TEMPORARY SIGN WILL BE UTILIZED	If yes, attach a copy of the event signage.
☐	DIRECTLY/INDIRECTLY UTILIZE PUBLIC PROPERTY	If yes, please specify on the Site Plan. BOMA approval is required for closure of public roads, Rights of Way and Greenways.
☐	TENTS/INFLATABLE STRUCTURES WILL BE UTILIZED	If yes, an inspection may be required. Please review the Tent and Air Supported Structures Permit for more information.
☐	A TEMPORARY STAGE WILL BE UTILIZED	Please specify size of tent(s) if applicable: _____
☒	GENERATORS WILL BE UTILIZED	

Any signs, props or displays used in conjunction with the special event must be removed immediately after the time permitted for the special event has expired. The use of banners, flags (other than flags of official governmental bodies), streamers, balloons or any similar devices, and decorated vehicles or trailers in connection with the event shall be prohibited.

SITE PLAN

Please attach an initial site plan showing the proposed layout for the event. Site plan example is available [here](#). Depending on the event, the site plan will typically need to show that access routes for emergency vehicles, sidewalks, and ADA parking areas will not be obstructed. The site plan will also need to show the size and location of tents and spacing between tents, the location of any food trucks, the location of fire extinguishers, portable toilets, trash collection bins, and generators. A site plan for a walk or run should clearly indicate the location of the start and finish line as well as the walk/run route. Applications for special events that involve leaving the primary event location (public or private properties) to utilize public sidewalks, streets and/or bike paths shall require the Town's Board of Mayor and Aldermen approval prior to the issuance of a special event permit.

DATE RECEIVED _____
PERMIT # _____
CUSTOMER # _____
(FOR ADMINISTRATION PURPOSES ONLY)

Town of Farragut
11408 Municipal Center Dr. Farragut, TN. 37934
Phone: (865) 966-7057
Email: events@townoffarragut.org

TRAFFIC/PARKING INFORMATION

Will support facilities such as traffic control and crowd control be needed? If yes, please specify:

There will be 2 police officers set up on Jamestown Blvd to control traffic.

If buses or trolleys will be used in correlation with the event, please specify the drop-off and pickup locations: N/A

Where will the attendees park? Village Green Shopping Center

Provide a reasonable estimate of parking volume generated by the event and the type of parking that will be used: 100-200 spaces

ORGANIZATION INFORMATION (if applicable)

ORGANIZATION NAME: The Volunteer Alzheimer's Foundation

ORGANIZATION ADDRESS: 8416 Whisper Lane, Powell, TN 37849

OWNER'S NAME: Troy Degges

PHONE/EMAIL: ddegges@volalz.org

INSURANCE INFORMATION

NAME OF APPLICANT'S INSURANCE COMPANY: Carrige Hill Insurance

PHONE/EMAIL: _____

ADDRESS: _____

Please attach a Certificate of Insurance endorsing the Town of Farragut as an additional insured under your General Liability policy with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Farragut, including its past and present employees, elected officials and representatives. The insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the required insurance. Insurers have no recourse against the Town of Farragut for payment or assessments in any form on any insurance policy. The Town has the right to require higher limits based upon the particular special event proposed.

CHECKLIST

Before you submit your special event application, please make sure that the following steps have been completed:

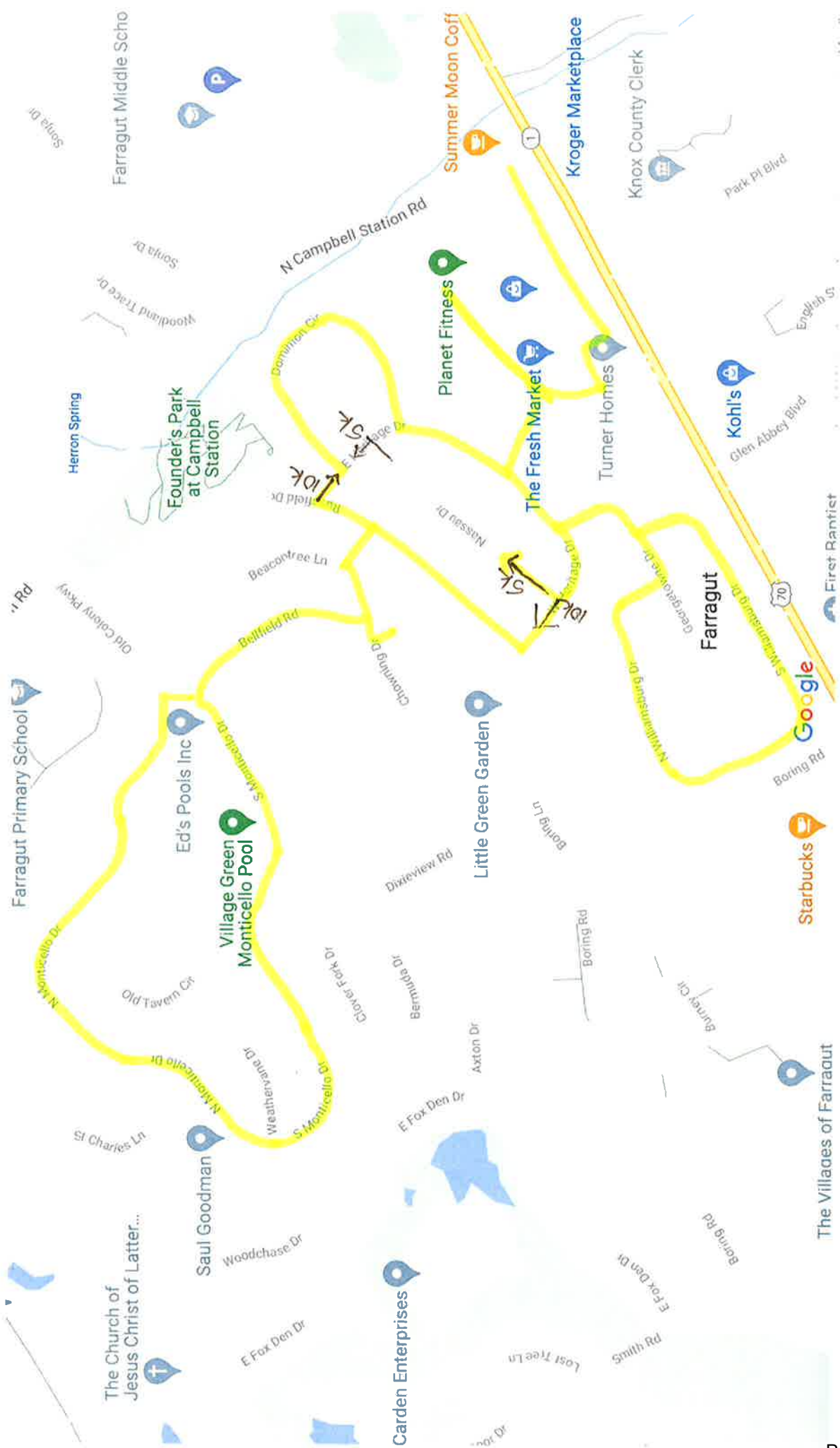
- ☒ Truthfully complete all necessary information
- ☒ Attach site plan
- ☒ Attach a Certificate of Insurance and confirm that the event name, location, and date is added in the Description of Operations box at the bottom of the proof of insurance form
- ☐ Note any separate permits needed according to the checklist on Page 1
- ☒ Signature authorization below

By signing below, I acknowledge that I have fully read and understand all policies and procedures for Special Events on public property and agree to abide by those policies and procedures set forth therein.

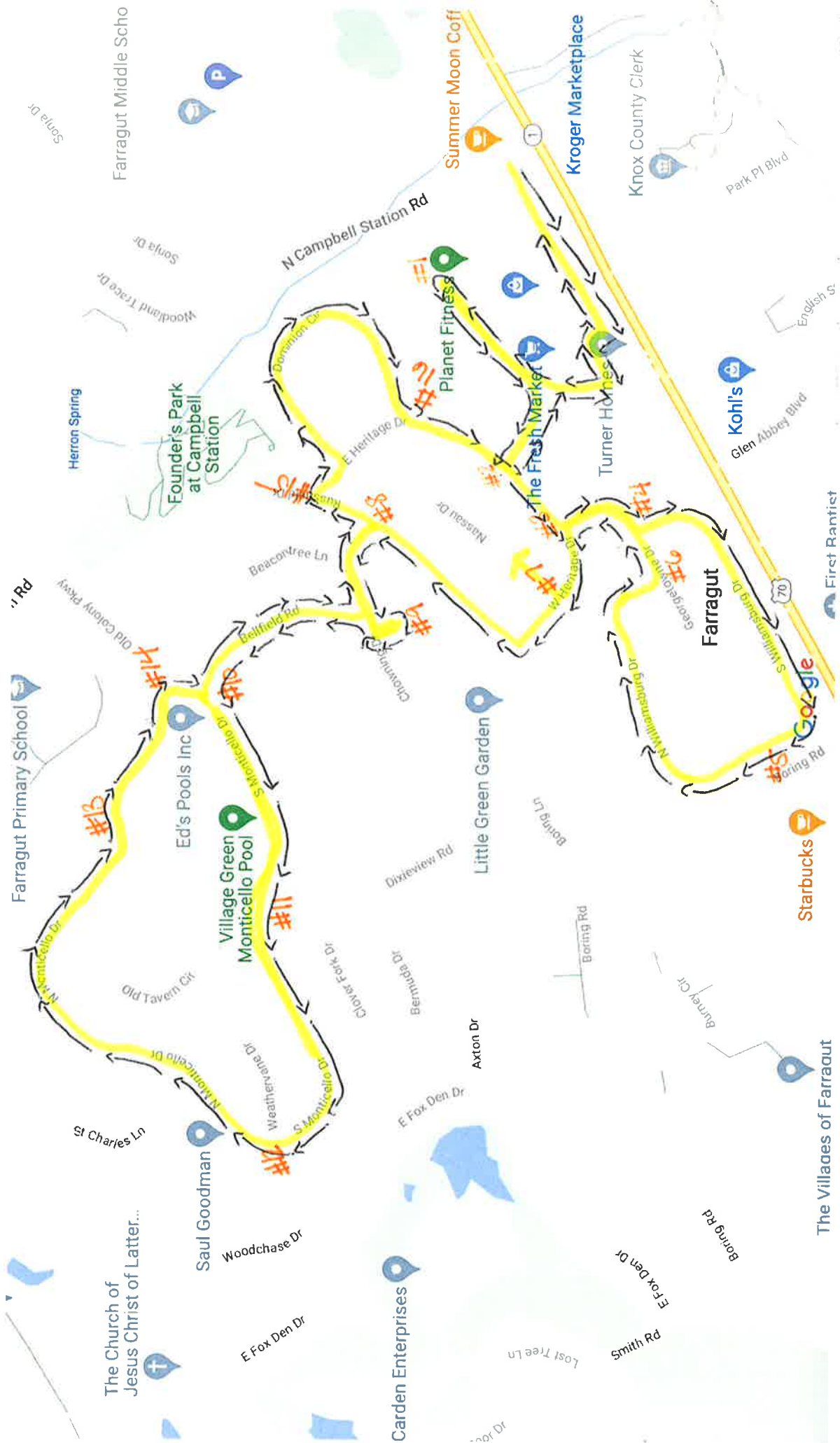
PRINTED NAME: Troy Andrew Degges

APPLICANT SIGNATURE: 

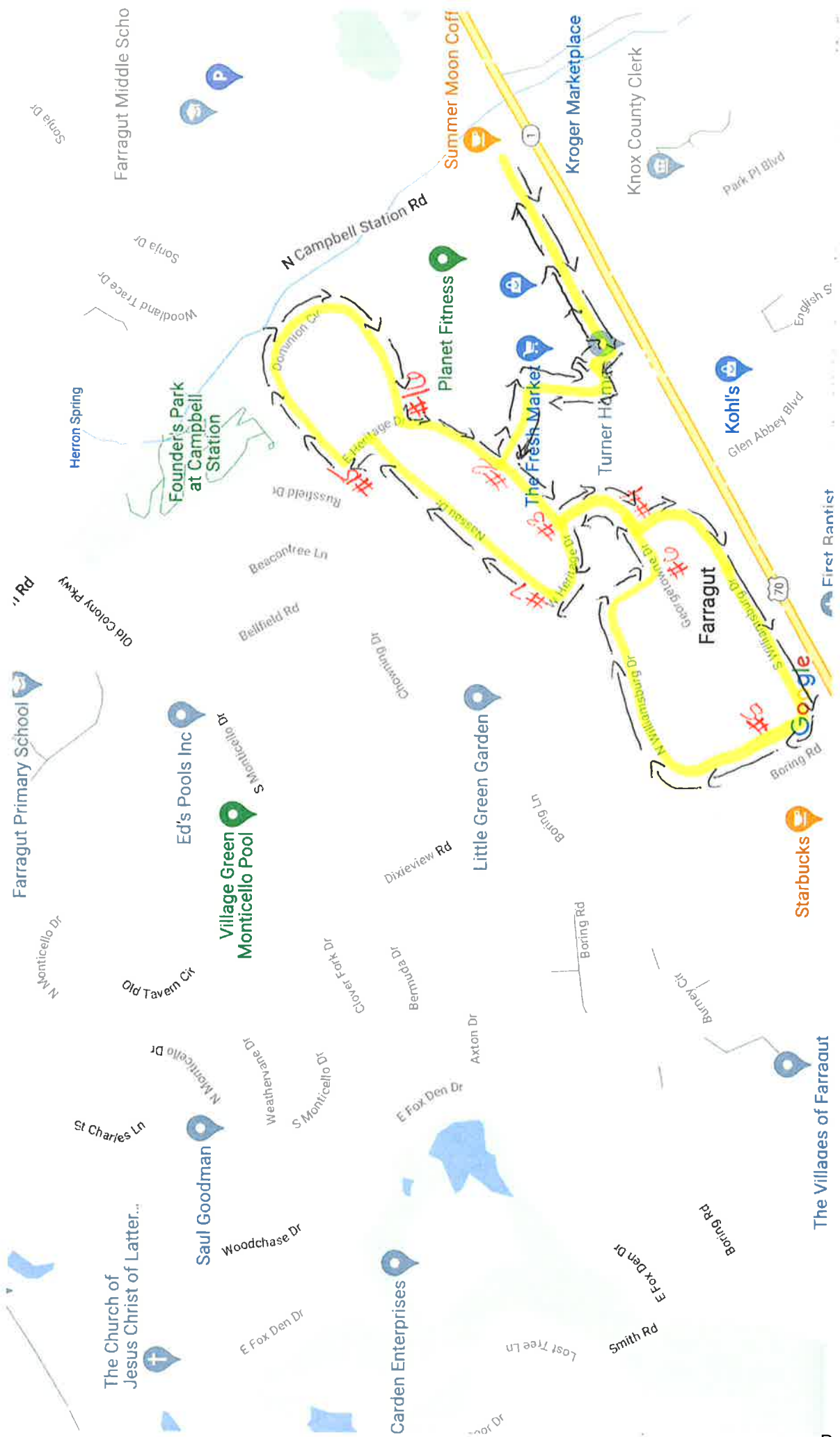
DATE: 3/10/2026



DK Route



5k route





FORGMEN-01

JPIPPINPARKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carriage Hill Insurance 840 Highway 321 N Lenoir City, TN 37771-6440	CONTACT NAME: PHONE (A/C, No, Ext): (865) 988-3777 FAX (A/C, No): (865) 988-0101 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company
INSURED Forget Me Not 5K 1785 Old Midway Rd Lenoir City, TN 37772	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		EV190281	4/18/2026	4/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Name: Forget Me Not 5K

Type of Event: Walk and Run

Distance: 5K

Event Date: 4/18/2026 to 4/18/2026

Event Location: Plant Fitness Farragut, 11433 Kingston Pk, Knoxville

CERTIFICATE HOLDER

CANCELLATION

Town of Farragut
11408 Municipal Dr
Knoxville, TN 37934

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Christopher Sheffield, Director of Public Services

Subject: Approval of Second Amendment to Response Agreement for Fire, Emergency and Environmental/Hazardous Materials between Rural/Metro Fire Department, Incorporated and the Town of Farragut

Introduction & Background: The purpose of this agenda item is to approve the Second Amendment to the Response Agreement for Fire, Emergency and Environmental/Hazardous Materials Response between the Town of Farragut and Rural/Metro Fire Department, Incorporated.

Discussion & Recommendations: The Town of Farragut and Rural/Metro Fire – Tennessee, L.P. originally entered into the Town's current Fire, Emergency, and Environmental/Hazardous Materials Response Agreement on February 24, 2022. That agreement was later amended on February 22, 2024 when the Board of Mayor and Aldermen adopted an updated agreement reflecting changes to Rural Metro's rates. Furthermore, on November 22, 2024, ownership of Rural/Metro Fire – Tennessee, L.P. was transferred to a new firm and the department was renamed as Rural/Metro Fire Department, Incorporated. This change in ownership and a new company name did not alter the amended response agreement. The amended response agreement is valid until February 2027.

Additionally, the Town and Rural/Metro Fire Department, Inc. previously entered into a separate staffing contract where Rural/Metro Fire Department supplied a state-certified Fire Inspector I to serve as the Town's Fire Code Official. That agreement ended on March 16, 2026. Consequently, the Town of Farragut has hired its own Fire Code Official to conduct the review of construction plans for fire and safety requirements, conduct inspections to assure compliance with appropriate fire and building codes, and conduct inspections of existing commercial, institutional, and multi-family structures to assure fire and safety code compliance, and perform fire prevention services and public fire education activities.

This staffing change requires a second amendment to the original response agreement to ensure specific authorities and responsibilities for both the Town of Farragut and Rural/Metro Fire Department, Inc. are properly defined and aligned according to TCA 68-102 Parts 1 and 3. The full text of the second amendment is included in the packet alongside the original response agreement and the first amendment to the agreement.

Recommended By: Christopher Sheffield, Director of Public Services for approval.

Proposed Motion: To approve the Second Amendment to the Response Agreement for Fire, Emergency and Environmental/Hazardous Materials Response between the Town of Farragut and

Rural/Metro Fire Department, Incorporated.

**SECOND AMENDMENT TO THE FIRE, EMERGENCY AND
ENVIRONMENTAL/HAZARDOUS MATERIALS RESPONSE AGREEMENT
BETWEEN THE TOWN OF FARRAGUT AND RURAL/METRO FIRE DEPARTMENT,
INC.**

This Second Amendment to Response Agreement (“Second Amendment”) entered into by and between the Town of Farragut (“Town”) and Rural/Metro Fire Department, Inc. (“Company”) (the “Town” and “Company” are collectively referred to herein as “Parties”) on this the ____ day of _____, 2026.

WHEREAS, the Town and Rural/Metro – Tennessee, L.P. (the “L.P.”) entered into that certain Fire, Emergency and Environmental/Hazardous Materials Response Agreement (“Response Agreement”) for the L.P. to be the exclusive provider of services as described therein, dated the 24th day of February, 2022; and

WHEREAS, the Town and L.P. entered into that certain First Amendment to Response Agreement (“First Amendment”) dated the 22nd day of February, 2024; and

WHEREAS, on or about the 22nd day of November, 2024, L.P. informed Town of a transaction by which, effective with the closing of such transaction, the L.P. would assign the Response Agreement to Company and that Company would assume the obligations of L.P. under the Response Agreement as amended by the First Amendment; and

WHEREAS, the Response Agreement requires the Company to continue to operate as a duly-constituted fire department serving the Town as provided for in TCA 68-102 Part 3 which, in turn, includes provisions to remain compliant with the provisions of TCA 68-102-108 to appoint a Company official as an Assistant to the Commissioner of Commerce and Insurance; and

WHEREAS, the Town and L.P. have previously entered into a separate agreement (“Staffing Services Agreement”) where the L.P. supplied a state-certified Fire Inspector I to conduct the review of construction plans for fire and safety requirements, conduct inspections to assure compliance with appropriate fire and building codes, and conduct inspections of existing commercial, institutional, and multi-family structures to assure fire and safety code compliance, and perform fire prevention services and public fire education activities in Farragut, Tennessee; and

WHEREAS, the L.P. has provided notice that they will no longer provide the Staffing Services Agreement services to the Town of Farragut effective March 17, 2026 and the Town of Farragut has decided to hire its own employee to conduct the services previously provided by the L.P. pursuant to the Staffing Services Agreement; and

WHEREAS, the Town and Company have agreed to further amend the Response Agreement as provided for in this Second Amendment and wish to memorialize the agreement amending the Response Agreement as provided herein.

NOW, THEREFORE, the parties hereto in consideration of the premises, the promises made herein and other good and valuable consideration including the acceptance by the

Company of the Response Agreement and the commitments of the Company hereinafter contained, the parties hereby amend the Response Agreement as follows:

1. The contents of these paragraphs are added in their entirety to the Response Agreement as indicated.

“14(c). The Town will review construction plans for fire and safety requirements, conduct inspections to assure compliance with appropriate fire and building codes, conduct inspections of existing commercial, institutional, and multi-family structures to assure fire and safety code compliance, conduct and coordinate fire prevention education programs, review plans for proposed subdivisions, developments, and transportation improvements in consideration of access for emergency vehicles, and utilize the guidelines established in NFPA 1730 for inspection frequency and risk classification in Farragut, Tennessee. The Town and Company shall coordinate inspection findings, enforcement actions, and code compliance determinations. The Company retains final statutory enforcement authority under TCA 68-102 Part 1 but shall take into consideration Town inspection findings in good faith.”

“14(d). Nothing herein shall be construed to transfer, reduce, or relieve the Company of any statutory duties, authority, or responsibility under TCA 68-102 Part 3. The Town’s performance of fire code plan review and inspection activities shall be supplemental and administrative in nature and shall not replace the Company’s obligation to maintain compliance, enforcement authority, and regulatory standing required by law. The Town’s performance of inspection and plan review functions shall not create additional liability to the Town for fire response, suppression outcomes, or enforcement actions, which remain the responsibility of the Company under this agreement and applicable law.”

“16(b)(v). Any other recurring or systemic issues related to fire safety or fire prevention.”

“16(c). The Company and Town each shall provide notification to the other of any reports of buildings suspected to be inherently dangerous or containing dangerous or defective conditions as provided for in TCA 68-102-117 as well as provide notification for responses to any fires meeting the provisions of TCA 68-102-111.

16(c)(i) The Company shall provide any such required written notification to the Town Fire Code Official and Town Administrator within twenty-four (24) hours.

16(c)(ii) The Town shall provide any such required written notification to the Chief of Rural Metro Fire within twenty-four (24) hours.

16(c)(iii) Notifications shall include incident location, nature of concern, actions taken relative to the concern, operational or safety impact, and recommended corrective actions where applicable.”

2. All other provisions of the Response Agreement remain in effect.

3. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

Town:

Town of Farragut

Company:

Rural Metro Fire Department Inc.

By: _____

Printed
Name: _____

Title: _____

Date: _____

By: _____

Printed
Name: Jeffrey Devlin

Title: Fire Chief

Date: March 31, 2026

FIRE, EMERGENCY AND ENVIRONMENTAL/HAZARDOUS MATERIALS
FIRST AMENDMENT TO RESPONSE AGREEMENT

This First Amendment to Response Agreement (the "Amendment") is entered into on this 22 day of February, 2024 and is between Rural/Metro-Tennessee, L.P. (the "Company", dba Rural Metro Fire) and the Town of Farragut, Tennessee (the "Town"), parties to the Response Agreement that has an effective date of February 24, 2022 (the "Agreement").

WHEREAS, the Company and the Town have entered into numerous agreements over many years pursuant to which the Company agrees to provide services to residents of the Town; and

WHEREAS, most recently the parties entered into the Agreement that was effective as of February 24, 2022; and

WHEREAS, the parties desire to amend the Agreement to allow Company, from and after March 1, 2024, to increase its rates by five percent (5%) per annum; and

WHEREAS, the parties desire to memorialize in this Amendment the specific ways in which the terms of the Agreement will be amended.

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. The provisions of Paragraph 12 of the Agreement are deleted in their entirety and the following is incorporated in lieu thereof:
 12. Rates and Rate Increases. Attached hereto as Attachment A is a 6-page listing of the rates Company will charge citizens and property owners within the Service Area commencing with the Effective Date. At the expiration of each 12-month interval following the Effective Date, Company shall be entitled to adjust its rates. The parties agree that beginning on March 1, 2024, the allowable rates are those set forth on Exhibit A1, which allowable rates are subject to increase on March 1, 2025, March 1, 2026, and March 1, 2027 at the election of the Company. Said rates may be increased only in accordance with the following provisions:
 - (a) The annual residential rate will not increase from one year of the term to the next year after March 1, 2024 in an amount more than five percent (5%) of the rate charged during the immediately preceding 12-month period.
 - (b) The annual commercial rates will not be more than five percent (5%) higher than the residential rate for any applicable annual period.
 - (c) Proposed rate changes will be submitted by Company to Town at least thirty (30) days before implementation.

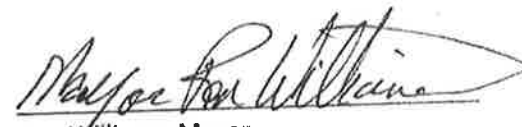
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.
3. Exhibit B is a short explanation behind the need for the Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

ATTEST:

TOWN OF FARRAGUT


Town of Farragut
Town Attorney


Ron Williams, Mayor

RURAL/METRO – TENNESSEE LP


Secretary


Rural Metro Fire Chief

EXHIBIT A1

3/1/2024 RATES

RESIDENTIAL PROPERTY

Square feet Annual Rate

0 – 999	\$ 194.00
1000 - 1499	\$ 274.00
1500 - 1999	\$ 308.00
2000 - 2499	\$ 368.00
2500 - 2999	\$ 421.00
3000 - 3499	\$ 491.00
3500 - 3999	\$ 544.00
4000 - 4499	\$ 585.00
4500 - 4999	\$ 620.00
5000 and over..	\$620.00 + .118/Sq Ft over 5000

MOBILE HOME

Annual Rate

Singlewide unit	\$ 123.00
Doublewide unit	\$ 211.00

COMMERCIAL PROPERTY

Square Feet Annual Rate

First 1500.....	\$ 265.00
Over 1500.	\$ 0.177 / Sq Ft. over 1500

UNIMPROVED/ VACANT LAND

Vacant land status is only applicable to parcels of land with no structures and no on-site activities in excess of 180 days.

Coverage fees are \$ 32.00 for the first acre or portion thereof plus \$ 1.00 per contiguous acre, after the first acre.

OUTBUILDINGS/OTHER STRUCTURES

\$ 22.00 per unit/Year

RESIDENTIAL CONSTRUCTION

\$ 50.00 per unit/Year

COMMERCIAL CONSTRUCTION

¼ of the annual fee

EXHIBIT B

With the increase in cost of operation to Rural Metro Fire, we are proposing an amendment to the current services agreement. Instead of a 3% cap on rate increases to subscriptions we are now asking for a 5% cap. The reasons are obvious in some regards, less so in others. The obvious is the national inflationary pressures over the preceding two years. These increases have had a dramatic effect on many key items that an emergency services provider must acquire and maintain. One example would be that the fire engines we ordered in 2020 at a price point of 425,000 per unit, if the exact same specification was ordered today, we would see a price of 650,000 per unit. We have seen this same kind of pressure throughout all hard equipment.

The less obvious is our increase in services provided. We are now responsible for all vehicle rescue, confined space rescue, vertical rescue, and other technical aspects. This was a non-traditional service for us, but over the past three to five years we have had to spend tremendous amounts of money to begin to provide this service to Knox County. As an example, there are now three career personnel every day on the Engine (Squad) off Campbell Station Road. We also now have a fully staffed ladder company where two years ago it was unstaffed. The build out of Farragut and West Knox has demanded we have this level of capability, as demand for service does nothing but increase. Out of our 18 stations, the 3rd and 10th busiest are the two that run within the town.

Additional information available at request.

FIRE, EMERGENCY AND ENVIRONMENTAL/HAZARDOUS MATERIALS RESPONSE AGREEMENT

This Agreement by and between the Town of Farragut, Tennessee (the "Town"), and Rural/Metro - Tennessee, L.P. (the "Company," dba Rural Metro Fire) is entered into as of this 24th day of February 2022 (the "Effective Date").

WITNESSETH:

WHEREAS, the Farragut Board of Mayor and Alderman has considered the Company's operating and performance history within Knox County and the Town, the current Community Protection Class of 3 assigned to the Town, has compared the cost of services now existing and historically with those of other comparable cities within the State of Tennessee on a per capita basis and other matters sufficient in the judgment of said Board of Mayor and Alderman; and

WHEREAS, Company has submitted a proposal to the Town for the Company to be the exclusive provider furnishing of fire, emergency and environmental/hazardous materials response which the Board of Mayor and Alderman desires to accept as a means of providing access and continued access for the Town and its citizens and residents to the services of Company;

NOW, THEREFORE, the parties hereto in consideration of the premises and other good and valuable consideration including the acceptance by the Company of this agreement and the commitments of the Company hereinafter contained agree as follows:

1. **Grant of Authority.** The Town hereby grants to the Company the exclusive right and privilege to engage in the business of operating a fire fighting, emergency and environmental/hazardous materials response service within the Town's area described herein as the Service Area, and to

operate as the duly-constituted fire department serving the Town as provided for in TCA 68-102 Part 3 "The Fire Department Recognition Act."

2. Exclusive Service Area. The Service Area within which rights are granted to the Company by this Agreement is exclusive and covers the areas within the corporate boundaries of Farragut, Tennessee, and to any area hereinafter annexed thereto during the term of this Agreement and any extension thereof (the "Service Area").
3. Term of Agreement. This Agreement and the rights granted hereunder shall take effect as of the day and year first above written and shall continue in force and effect for an initial term not to exceed five (5) years after the Effective Date, unless sooner terminated as provided herein. The Agreement may be renewed and extended for such period as the Town shall grant pursuant to the then applicable rules and regulations or under terms, conditions and agreement, which the Town determines appropriate. The Company's application for renewal shall be initiated by delivery of the Company's proposal for renewal to the Town Hall. The proposal for renewal shall be delivered to the Town not less than six (6) months prior to the expiration of the initial term, or such renewal term then in effect, or at such other time as may be established by the then applicable rules of the Town of Farragut. Upon receipt of the proposal for renewal, the Town may: (1) Renew the Agreement; (2) negotiate modifications or changes to the Agreement or to the Company's pending proposal for renewal; or (3) deny Agreement renewal.
4. Termination of Agreement. The Agreement hereby granted may be terminated by (1) expiration of the term without renewal, or (2) at the will of either party hereto by giving the other party written notice at least twelve (12) months in advance of the date upon which the terminating party desires for the Agreement to terminate.

5. Indemnification of Town of Farragut. The Company shall at all times protect and hold harmless the Town from all claims, actions, suits, liability, loss, expense or damage of every kind or description, including investigation costs, court costs, and attorney's fees, which may accrue to or be suffered or claimed against the Town to the extent based upon, arising out of or connected to this Agreement and Company's negligent acts or omissions with respect to its ownership, operation, deployment, or use of any of its equipment, supplies or materials, the furnishing of any services, the activities and conduct of any of its agents, servants, or employees when acting within the scope of their duties or under the apparent auspices of and for Company in the performance of its services under this Agreement.
6. Insurance. The Company shall maintain in full force and effect during the term of this Agreement commercial general and professional liability insurance through an insurance company authorized to do business in the State of Tennessee reasonably acceptable to the Town and providing coverage in amounts not less than Five Million Dollars (\$5,000,000.00) for bodily injury or death in any one occurrence. The Company shall furnish to the Town a certificate of insurance evidencing such coverage and naming the Town as an additional insured. It is specifically noted that the insurance coverage and limits of liability required by this Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased by the Company provide coverage for general Company operations and include, but are not exclusively applicable to, this Agreement.
7. Governing Regulations. The Company shall conduct its operations and, to the extent within its control, comply with requirements of the various inspecting or rating agencies so as to maintain an Insurance Service Organization ("ISO") Public Protection Class of four (4) or less (better).

8. Personnel. Company's personnel shall equal or exceed training and certification requirements of the State of Tennessee or other applicable certifying authority for the service being performed (Firefighting, Emergency Medical, hazardous materials, etc.). Company will only employ as firefighters individuals who have completed basic firefighter training as required by T.C.A. § 4- 24- 112. In addition, all firefighters must have completed training that involves 240 hours of classroom and practical instruction that meet the requirements of NFPA 1001. All drivers employed by Company to drive fire pumpers or aerial trucks must have the Fire Apparatus Operator Certification, and all officers of a rank of Lieutenant or higher shall have received certifications of Fire Officer I. Company and all its operation shall at all times be in conformity with rules and regulations governing the training, types of equipment, and minimum equipment requirements promulgated by federal and/or state agencies regulating Company. The level of personnel maintained by Company to respond to the Service Area shall comply with the requirements of NFPA 1710-2001, Sections 5.2.3.2.2 and 4.1.2.1.4.1 at the time of its adoption.
9. Level of Service. Company shall maintain a minimum of two (2) fire stations within the Service Area. Stations should be located such that all calls for service hereunder should average response times throughout the Service Area of not more than 6 minutes 20 seconds from the time of receipt of a call until the first unit with firefighting capabilities (i.e., water and firefighting personnel and apparatus) arrives on scene 90% of the time, per NFPA 1710. Operational standards within the control of company shall be such as to maintain a Public Protection Class 4, or better, defined by the Insurance Service Office's Fire Suppression Rating Schedule.
10. Emergency Medical Service. Company will provide emergency medical first responder services utilizing certified emergency medical technicians ("EMTs"). Company will ensure that one (1) paramedic EMT shall be stationed on each engine company within the Town.

11. Communication Access. Company currently has radio and other communication equipment capability and personnel on duty twenty-four (24) hours per day, seven (7) days per week. Company agrees to continue such capability staffing and hours of operation and to allow the Town access to and through its communications network in emergency situations and otherwise on an as- needed basis provided such access by the Town does not interfere with the discharge of Company's emergency duties and responsibilities.

12. Rates and Rate Increases. Attached hereto as Exhibit A is a listing of the rates Company will charge citizens and property owners within the Service Area commencing with the Effective Date. At the expiration of each 12-month interval following the Effective Date, Company shall be entitled to adjust its rates. Town and Company agree that for purposes of setting and determining allowable rates and rate increases that the rates charged by Company at the Effective Date of this Agreement shall be the Company's base rates allowable under this Agreement. Said rates may be increased only in accordance with the following provisions:
 - (a) The annual residential rate will not increase from one year of the term to the next year in an amount more than three percent (3%).
 - (b) The annual commercial rates will not be more than five percent (5%) higher than the residential rate for any applicable annual period.
 - (c) Proposed rate changes will be submitted by Company to Town at least thirty (30) days before implementation.

13. Increase in Specific Services. In the event the Town determines that specific service improvements or increases are required above the levels provided for herein or in addition to the levels provided for herein, the Town and Company agree to negotiate in good faith to quantify the nature, type and cost of improvements and the appropriate means of funding such improvements.

14. Town Services and Sponsored Public Events.

- (a) During the term of this Agreement, Company agrees to provide emergency fire services for all properties owned by the Town at no cost to the Town.
- (b) During the term of this Agreement and subject to emergency pre-emption of equipment and/or personnel, Company agrees to assign and have present equipment and personnel at major Town sponsored public events such as festivals, parades, and community wide picnic/recreational festivals.

15. Recommendation of Fire Service Provider. The Town agrees to acknowledge and publicize on Town resources the Company as the sole fire service emergency responder within the Town's boundary. Such resources include emergency services section of the Town website and in Town publications, "Talk of the Town" and the annual report.

16. Reporting Requirements.

- (a) In accordance with the premises paragraphs of this Agreement, the Company has provided the Town a schedule of its total operating costs for providing its services within the Service Area during 2020, and a schedule listing the rates it has charged the citizens and property owners within the Service Area for its services during 2021, 2020, 2019, 2018, 2017 and 2016. (See Attachment A.)
- (b) After the Effective Date, on or before the fifteenth (15th) day of each month, Company shall provide to Town the following information about its operational performance results for the preceding month:
 - (i) The number and type of emergency responses by the Company within the Town;
 - (ii) An analysis of response times;
 - (iii) Losses due to fire; and
 - (iv) Details of individual responses where arrival times exceed those defined in Paragraph 9 above.

17. Authorities and Control. No provision of this Agreement shall be construed or interpreted to appoint any party the agent or representative of any other party or create a fiduciary relationship between or among any parties. Nothing contained herein shall be interpreted as granting authority or authorizing the Town to supervise, control or direct personnel of the Company in the carrying out of their duties and responsibilities in a particular situation nor grant the Town authority to set, determine or enforce specific internal operational or training policies and procedures of the Company, except as provided herein. Any complaints concerning such matters shall be directed to the Company. In addition to other requirements contained herein on level of training for employees, Company will not hire any employee to provide services hereunder who has not passed a pre-hire drug screen, or upon whom there has not been conducted a criminal background check pursuant to T.C.A. § 68-102-308. Company shall not allow any of its vehicles to be driven by any employee who is not properly licensed and who has not received the training provided for herein. Company shall conduct a program of random drug screening of all of its employees to better ensure that its employees are able to protect the lives and property of the citizens of the Town without impairment.

18. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Company:

Rural/Metro - Tennessee, L.P.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, Colorado 80111
Attn: General Counsel

To Town:

Town of Farragut
11408 Municipal Center Drive
Farragut, Tennessee 37934
Attn: Town Administrator

With a copy to:

Rural Metro Fire Department
160 N. Campbell Station Road
Farragut, Tennessee 37934

ATTN: Fire Chief

Either party may change the notification addresses listed above with proper written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

DocuSigned by:
Tom Hale
C1707B048AED4B8
Town of Farragut
Town Attorney

ATTEST

DocuSigned by:
Allison Myers
8B3A7023B85B422
Secretary Town Recorder/Treasurer

DocuSigned by:
Mayor Ron Williams
DB2F2B096AA442B
Town of Farragut
Mayor

DocuSigned by:
Michael Ragone
757230B40A8746C
Rural Metro Fire Department
Michael Ragone
Chief Fire and Federal Services

DocuSigned by:
Michael Ragone
757230B40A8746C
Chief, Fire and Federal Services

ATTACHMENT A

Estimated operating costs for fire and emergency services for 2020: \$3,475,000

Excludes capital and interest expense.

**KNOX COUNTY RESIDENTIAL INCLUDING
FARRAGUT**

**RATE EFFECTIVE: January 1, 2020 THRU
TBD**

Singlewide	\$108.15
Doublewide	\$185.40

<u>Square Feet</u>	<u>Rate</u>
0-999	\$170.47
1,000-1,499	\$241.28
1,500-1,999	\$271.41
2,000-2,499	\$324.45
2,500-2,999	\$370.80
3,000-3,499	\$432.60
3,500-3,999	\$478.95
4,000-4,499	\$515.00
4,500-4,999	\$545.90
5,000 +	\$545.90 + .10376

Residential Rates are based on total square footage (including all unheated space), and cover contiguous, unimproved land up to 5 acres. Rate for residences exceeding 5,000 sq. ft. = 545.90 + \$0.10376/sq. ft. for the area exceeding 5,000 sq. ft.

Unimproved Land:

28.88 for the first acre or portion thereof/\$.924 per contiguous acre, after the first acre.

Outbuildings/Other Structures
\$20.00 per unit

Construction:
Residential: \$50.00 per unit

Fee for Service:
Hourly rate for Fire Response, Residential/Commercial - \$1800.00 per hour/per apparatus.
\$9000.00 /1 hour, 1 hour minimum for an actual structure fire

Commercial Rate:
0-1500 sq. ft. - \$233.53
\$.15568 sq. ft. for anything over 1500 sq. ft.

**RATE EFFECTIVE: January 1, 2019
THRU**

Singlewide	\$107.10
Doublewide	\$183.60
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$168.81
1,000-1,499	\$238.94
1,500-1,999	\$268.77
2,000-2,499	\$321.30
2,500-2,999	\$367.20
3,000-3,499	\$428.40
3,500-3,999	\$474.30
4,000-4,499	\$510.00
4,500-4,999	\$540.60
5,000 +	\$530.00 + .100737

**RATE EFFECTIVE: Mar 1, 2019 THRU
December 30, 2019**

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$165.50
1,000-1,499	\$234.25
1,500-1,999	\$263.50

2,000-2,499	\$315.00
2,500-2,999	\$360.00
3,000-3,499	\$420.00
3,500-3,999	\$465.00
4,000-4,499	\$500.00
4,500-4,999	\$530.00
5,000 +	\$530.00 + .100737

RATE EFFECTIVE: JULY 1, 2018
THRU June 30, 2019

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$165.50
1,000-1,499	\$234.25
1,500-1,999	\$263.50
2,000-2,499	\$315.00
2,500-2,999	\$360.00
3,000-3,499	\$420.00
3,500-3,999	\$453.75
4,000-4,499	\$492.00
4,500-4,999	\$525.50
5,000 +	\$525.50 + .100737

RATE EFFECTIVE: JULY 1, 2017
THRU June 30, 2018

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$172.00
1,000-1,499	\$242.00
1,500-1,999	\$267.00
2,000-2,499	\$317.00
2,500-2,999	\$362.00
3,000-3,499	\$420.00
3,500-3,999	\$450.00
4,000-4,499	\$485.00
4,500-4,999	\$515.00
5,000 +	\$515.00 + .09828

RATE EFFECTIVE: JULY 1, 2016
THRU June 30, 2017

Singlewide	\$105.00
Doublewide	\$180.00
Duplex	\$354.00
Triplex	\$526.00
Quadraplex	\$698.00

<u>Square Feet</u>	<u>Rate</u>
0-999	\$175.00
1,000-1,499	\$245.00
1,500-1,999	\$270.00

2,000-2,499		\$320.00
2,500-2,999		\$365.00
3,000-3,499		\$420.00
3,500-3,999		\$445.00
4,000-4,499		\$475.00
4,500-4,999		\$500.00
5,000 +		\$500.00 + .0945