



## **Contract No. 2025-06**

## **McFee Park Phase 4**

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

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Project Manual for McFee Park Phase 4

Project Plans titled “McFee Park Phase 4”

## ADVERTISEMENT FOR BIDS

Sealed bids for the project entitled **McFee Park Phase 4** will be received by the Town of Farragut on **Tuesday, August 6, 2024 at 11:00 a.m. in the Medium Classroom at Farragut Community Center located at 239 Jamestowne Boulevard**, Farragut, Tennessee. At said place and time, all bids that have been duly received, will be publicly opened and read aloud.

### Short Description – Scope of Work

Contractor shall provide all labor, material, equipment and services required for construction of permeable paver parking lots, trailhead pavilion, pedestrian facilities, irrigation and plantings as shown in the project plans.

## IMPORTANT

**A non-mandatory pre-bid conference will be held on Thursday, July 18 at 11:00 A.M. in the Large Classroom at the Farragut Community Center, 239 Jamestowne Boulevard, Farragut, Tennessee. Interested parties will have an opportunity to review the documents and ask for additional information for project clarification.**

## BID DOCUMENTS

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

Town of Farragut Community Center Annex, 239 Jamestowne Boulevard, Farragut, Tennessee  
The Town of Farragut's Website <https://www.townoffarragut.org/Bids>  
TN Governor's Office of Diversity Business Enterprise (Go-DBE)  
Go DBE Website:  
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html>  
Associated General Contractors (AGC) [www.agc.org](http://www.agc.org)  
McGraw Hill Construction [www.construction.com](http://www.construction.com)  
Builders Exchange of Tennessee [www.bxtn.org](http://www.bxtn.org)

All documents (including construction plans) are available at the Town of Farragut's website. All Bids submitted must be prepared with documents obtained from the Town of Farragut website.

## BID GUARANTY

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

## **IMPORTANT NOTICE TO BIDDERS**

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

Only bids from qualified bidders will be accepted. Bidders must comply with the requirements of the State of Tennessee and be appropriately licensed as a contractor in the State of Tennessee as provided in T.C.A. § 62-6-101. The bidder's name, license number, expiration date, and that part of the contracting classification applying to the bid shall appear on the sealed envelope containing the bid; otherwise, the Bid shall not be opened.

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

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

END OF SECTION

## INSTRUCTIONS TO BIDDERS

1. The Town of Farragut (hereinafter called the "Owner" or "Town") invites sealed bids for **Contract 2025-06, McFee Park Phase 4** to be submitted to the Farragut Community Center (Medium Classroom), 239 Jamestowne Boulevard, Farragut, Tennessee, by **11:00 a.m. on Tuesday, August 6, 2024**. Include: Bidder's name, license number and "McFee Park Phase 4" on the outside of the envelope; otherwise, the bid may not be opened or considered. The bids will be opened and publicly read aloud.
2. Bidders shall submit all questions in writing no later than **Tuesday, July 30, 2024 at 5:00 p.m.** to Darryl Smith, Town Engineer ([dsmith@townoffarragut.org](mailto:dsmith@townoffarragut.org)).
3. Following a review by the Tennessee Department of Environment and Conservation and the Town Staff, the bids will be presented to the Farragut Board of Mayor and Aldermen for approval. The bidder awarded the contract is herein referred to as "Contractor." The Town Engineer, who administers the contract for the Owner, shall be referred to herein as "Engineer."
4. Contractors must provide their license number(s), references and equipment list with their bid or the bid will not be considered. A conditional or qualified bid will not be accepted.
5. Each bid shall be accompanied with a cash deposit or certified check drawn on a bank or trust company insured by the FDIC or a surety company's standard form and properly executed by a corporate surety licensed under the laws of Tennessee to execute such bonds. The amount of the bid bond shall be equal to five percent (5%) of the total of the bid. The bid deposit shall be retained by the Owner if the successful bidder fails to execute the contract or fails to provide the required bonds, as stated above, within fifteen (15) calendar days after the proper notice of award of the contract.
6. The Owner reserves the right to reject any and all bids and to waive any formalities in the bidding process, and to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the Owner. The Town of Farragut reserves the right to terminate said contract for convenience upon written notice as provided for herein.
7. No bidder may withdraw its bid for a period of sixty (60) days after the actual date of opening thereof.
8. ANY PERSON WHO IS A TOWN EMPLOYEE OR ANY COMPANY, THE MAJORITY EQUITY OWNERSHIP OF WHICH IS OWNED BY A TOWN EMPLOYEE OR A PARENT, SPOUSE, CHILD, OR SIBLING OF A TOWN EMPLOYEE OF THE TOWN OF FARRAGUT, SHALL BE INELIGIBLE TO BID FOR OR BE AWARDED THIS CONTRACT.
9. It is the policy of the Town of Farragut not to discriminate against qualified bidders for contracts, or its employees on the basis of race, religion, color, national origin, age, sex or disability status in its hiring and employment practices, or in the selection of contractors. It is also the policy of the Town of Farragut to reasonably accommodate all qualified individuals with disabilities in admission to, access to, or operation of its programs, services and activities, unless such accommodations would cause an undue hardship. Any contractors with whom the Town awards contracts are expected to certify and warrant that they will

comply with these policies in the contractor's operations. Should anyone have a concern or question about the application of these policies, please contact the Director of Human Resources and ADA Coordinator, Michelle Pence, by e-mail at [mpence@townoffarragut.org](mailto:mpence@townoffarragut.org) or phone 865-966-7057.

The Contractor will comply with Executive Order 11246, entitled "Equal Employment Opportunity", Executive Order 11375, 41 CFR Chapter 60. No one shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract covered by this order, on the grounds of race, color, national origin or sex. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-7; 29 CFR Part 5 regarding wages paid to employees.

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330, 29 CFR Part 5.

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

The Contractor will comply with all applicable standards, orders or requirements issued under: section 306 of the Clean Air Act, 42 U.S.C. 1857(h); section 508 of the Clean Water Act, 33 U.S.C. 11368, Executive Order 11738; and Environmental Protection Agency regulations, 40 CFR part 15.

The Owner, in accordance with Title VI of the Civil Rights of Act 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this agreement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex or disability in consideration for an award.

#### 10. GOVERNMENTAL REGULATORY REQUIREMENTS.

As a condition upon or requirement of receiving funding through federal and state governmental grants, the Town is required to agree to general policies and undertakings in the following subject matter with respect to its own conduct, as well as the conduct of its contractors, all of which are incorporated into the contractual undertakings of the parties by way of the "Governmental Regulation Addendum" and related certifications and affidavits that are made a part of the Contract Documents pursuant to Article 6 of the Agreement, to which specific reference is made:

- Requirements related to Equal Employment Opportunity;
- Requirements related to the Copeland "Anti-Kickback Act";
- Requirements related to the Contract Work Hours and Safety Standards Act;
- Requirements related to the Clean Air Act and the Federal Water Pollution Control Act;
- Requirements related to dealing with parties suspended or debarred by governmental entities for various reasons;

- Requirements related to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352;
- Requirements related to the Tennessee Drug-Free Workplace Act, T.C.A. § 50-9-114;
- Requirements related to the Employment and Contracting with Illegal Immigrants.

11. A BID SUBMISSION CHECKLIST and BID ENVELOPE COVER SHEET have been provided with this document to assist with preparing bid documents.

END OF SECTION

## **BID SUBMISSION CHECK LIST**

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

1. Bidder Name,
2. TN license number, expiration date, and license classification(s)
3. "Contract 2025-06, McFee Park Phase 4"
4. Acknowledgement of any addendums issued for the Project (if applicable)

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

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



**Bid Envelope Cover Sheet**  
*(affix this cover sheet to the outside of the bid envelope)*

**McFee Park Phase 4**  
**Contract 2025-06**

Bid Opening Date: **August 6, 2024**  
 Bid Opening Time: **11:00 a.m.**  
 Bid Opening Place: **Town of Farragut Community Center**  
 Addendums Included: \_\_\_\_\_

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

\*contractor applying to bid for the prime contract.

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

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

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

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

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

- \*\*where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000).
- \*\*\*except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000).
- The bidder shall be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of the TCA, § 62-6-119 before such bid may be considered.
- Only one (1) contractor in each of the classification listed above shall be written on the bid envelope.
- Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or other similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.
- No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This shall apply only to design/bid/build procurements where cost is the primary criterion for the contract award.
- Any person or entity, public and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in § 62-6-120(b).
- Notwithstanding the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for willful violation of this section.

## **SPECIAL CONDITIONS**

1. The work shall begin upon receipt of a written Notice to Proceed from the Engineer. After Work has begun, Work is to be performed in a continuous manner until completed.
2. A preconstruction meeting is required prior to commencement of any Work.
3. All work within the roadway shall be performed in accordance with the Tennessee Department of Transportation Standard Specifications and the Federal Highway Administrations Manual on Uniform Traffic Control.
4. The Contractor shall submit for approval a Project Schedule. The schedule shall include dates and durations for mobilization, major work activities, punch list and demobilization.
5. Should there be any conflict between these Special Conditions, General Conditions and Project Specifications, the order of precedence shall be as listed in the Agreement.
6. Information in this document is the minimum necessary to define the work required. It shall be the responsibility of all bidders to inspect the site to fully evaluate existing conditions.
7. Overruns & Final Payment – No payment requests of non-lump sum contract items will be approved above 5% of the estimated bid quantity unless request is approved in writing by the Engineer. The Owner's field inspector is not authorized to approve overrun quantities above 5% of the estimated bid quantity.
8. The Contractor shall always exercise proper precautions for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. Contractor shall provide safety vests for all workers to be worn while working within the right of way. Other required safety items will be cones, barrels, flags, etc.

End of Section

## GENERAL CONDITIONS

1. Utilities: The Contractor shall contact the owner(s) of any onsite utility lines to determine the presence/ location of said lines and shall fully protect same from damage; any repairs required from damage due to the Contractor's activities shall be paid by the Contractor. Any required relocations shall be by owners of utilities or Contractor. All excavation shall be done in accordance with TCA 65-31-102, "Underground Utility Damage Prevention."
2. Insurance: Prior to the start of any work described by this contract, Contractor shall procure and shall maintain in force for the duration of any activities by Contractor with regard to the Project, Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance on all owned, non-owned and hired vehicles. Failure by Contractor to obtain or maintain any insurance coverage(s) as required by this contract shall constitute a material default of Contractor's obligations and shall, notwithstanding any contract provisions to the contrary entitle Owner at its option to immediately (i) stop all work by Contractor pending adequate proof of the existence of proper coverage (no stop work order shall entitle Contractor to additional time or money), (ii) terminate the Contract for default, (iii) purchase proper coverage(s) and charge all costs thereof to Contractor, and/or (iv) withhold any further payments to Contractor until arrangements for the required coverage(s) are made.

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

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

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

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

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

- B. Automobile Liability: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage on all Owned, Non-Owned and Hired Vehicles (Symbol 1 coverage)
- C. Workers' Compensation: Statutory coverage in accordance with the laws of the state and/or states in which the Work is to be performed. The certificate must show the state where the Project is located as a covered state for the statutory benefits

of that state. Any applicable Federal or Maritime coverage (e.g., Longshoremen's and Jones Act) that may be required due to Contractor's work shall be included in Contractor's coverage. Certificate must show waiver of subrogation in favor of Owner from Workers' Compensation carrier. Workers' Compensation coverage will apply to all employees, including executive officers.

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

- D. Umbrella/Excess Liability Policy - \$1,000,000 Excess/following form coverage over General Liability, Auto Liability and Employer's Liability.
- E. Contractors Pollution coverage with limits of \$1,000,000 combined single limit. Coverage to include job site, transportation and disposal site coverage for any and all hazardous materials and waste brought on to the job site, disturbed or generated by Contractor.
- F. To the extent Contractor's work includes design services, assistance in design services or any professional services, Contractor will be required to carry Professional Errors and Omissions coverage with limits of \$1,000,000 combined single limit.

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

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

Certificates of insurance or certified copies of policies acceptable to Owner shall be filed with Owner prior to start of the Contractor's work. The Insurance Certificate provided under this contract shall remove the following wording in the event of cancellation or material change in coverage: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representative."

Contractor's Insurance Certificate shall be in the form prescribed by Owner, a copy of which is available to Contractor upon request. Owner's receipt of any Insurance Certificate that fails to comply with any terms herein shall not constitute a waiver of any of Contractor's obligations or of any of Owner's rights hereunder.

Contractor shall require the same coverages described herein from any subcontractors. Contractor shall be liable to, and shall defend, indemnify, and hold harmless, Owner for any loss or expense, including reasonable attorney's fees, resulting from Contractor's failure to provide or require any insurance coverage described herein.

- 3. Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its consultants, agents, and employees of each of them from and against any and all claims, damages, losses and expenses, including but not

limited to attorney's fees, arising out of or resulting from the performance of the Contractor's work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, or of anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This paragraph is not intended to require the indemnification of any party against that party's sole negligence.

The foregoing obligations shall not be construed to negate, abridge, reduce or to be in conflict with other rights or obligations of indemnity which would otherwise exist, including but not limited to obligations upon the Contractor which may be incorporated by reference from other provisions of the contract documents. To the fullest extent permitted by law, the foregoing duties of indemnification shall be enforceable against Contractor independently of and in addition to any other indemnity requirements of the contract documents which shall constitute separate obligations upon Contractor.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, or of anyone for whose acts they may be liable, the indemnification obligations of the contract shall not be limited by any limitation on the amount or type of damages, compensation or disability benefit acts or other employee benefit acts.

Contractor shall, at its own expense, conform to and comply with all specific safety requirements of Owner and comply with all specific safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer such acts. Contractor shall directly receive, respond to, defend and can be responsible for all citations, fines, and penalties which may be incurred by reason of its failure or failure on the part of its agents, employees, materialmen, or subcontractors to so comply.

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

6. Landscaping and/or Stabilization: The Contractor shall utilize appropriate measures to comply with all ordinances of the Town of Farragut, including Title 14, Chapter 5, Sec. 14-523 – Landscaping and Stabilization Requirements of the Farragut Municipal Code to prevent the release of sediment from the site.
7. Traffic Control: Where applicable, the Contractor shall be responsible for obtaining and maintaining all applicable traffic control measures as specified in the current Manual on Uniform Traffic Control Devices. The traffic control devices installed by the Contractor shall be checked on a daily basis to ensure compliance with the traffic control plan. The Contractor shall be responsible for the immediate replacement of any traffic control device or sign that is lost, stolen, or otherwise defaced or damaged so that it does not perform its intended function.

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

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

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

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

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

8. The Layout of the Work: The Contractor shall provide for grade checking plus all additional layout and supervision required to construct the Work to the lines and grades required by the plans.
9. Estimated Quantities: The Contractor understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are performed at the unit costs stated on the bid form. Information in this document and plans is the minimum necessary to define the work required. It shall be the responsibility of all bidders to inspect the site to fully evaluate existing conditions.

10. Differing Site Conditions:

- A. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the Contractor, or its agent, employee or subcontractor discovering such conditions shall promptly notify the Engineer in writing of the specific differing conditions and shall cease work.
- B. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- C. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

11. Suspensions of work ordered by the Engineer:

- A. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for a period of time that was not originally anticipated, or that is not customary, or is not inherent to the construction industry for this type of project and the Contractor believes that additional compensation and/or contract time is appropriate as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- B. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
- C. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- D. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

12. Significant changes in the character of work:
- A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
  - B. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment to the contract completion date will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
  - C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
  - D. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.
13. Termination: The Town may terminate this agreement (in whole or in part) for convenience or for default as described below.
- A. Termination for Convenience. The Town may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Engineer to be paid the Contractor. If the Contractor has any property in its possession belonging to the Town, the Contractor will account for the same, and dispose of it in the manner the Engineer directs.
  - B. Termination for Default. If the Contractor refuses or fails to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the Work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Town may terminate this contract for default. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Town may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to the Town resulting from the Contractor's refusal or failure to complete the Work within specified time, or its failure to comply with provisions on this contract, whether the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Town in completing the Work.



The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God (other than weather), acts of another contractor in the performance of a contract with the Town, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within five (5) days from the beginning of any delay, notifies the Town in writing of the causes of the delay. If in the judgment of the Town, the delay is excusable, the time for completing the work shall be extended. The judgment of the Town shall be final and conclusive on the parties, but subject to appeal under the Breaches and Dispute Resolution clauses (General Conditions, § 11).

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

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

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

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

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of local, state, and federal government. Contractor will erect and maintain, as required by the conditions and progress of the work all necessary safeguards for safety and protection. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole, or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the contract.

16. Inspection and Testing: All materials and equipment used in the construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

The Contractor shall contract a qualified testing agency to provide any necessary inspection and testing as described in the project plans and specifications and provide the results to the Owner.

17. Supervision by Contractor: The Contractor shall be solely responsible for supervising and directing his work. The supervisor designated by the Contractor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be always present on the site to perform adequate supervision and coordination of the work.

18. Correction of Work: The Contractor shall promptly remove from the premises all work rejected by the Engineer or his designee for failure to comply with his directions or contract documents, and the Contractor shall promptly replace and execute the work in accordance with the approval of the Engineer or his designee and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

The Contractor shall replace or repair work rejected by the Engineer in accordance with the directions of the Engineer. If Contractor fails to comply with those directions for repair or replacement, or if the Engineer determines that Contractor cannot or will not comply with these directions, then Owner shall make the repair or replacement of the defective or nonconforming work and shall deduct the costs of performing such repairs or replacement from the contract price and/or from funds held by Owner.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such an amount as in the judgment of the Town Administrator shall be equitable.

19. Payment to the Contractor: Upon final completion of all work and final inspection and acceptance by the Town, the Contractor shall submit a request for payment based on the bid unit prices and as-built quantities of work and supported by such data as the Town Administrator may reasonably require. The work will not be considered complete unless all defective or nonconforming work has been repaired, replaced, or accepted with a deduction in the contract price. Monthly progress payments will be made on same basis with five percent (5%) retainage withheld.

20. Acceptance of Final Payment as Release: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this Work.

21. Work Time: Work shall begin upon receipt of a written Notice to Proceed. This project shall be complete in its entirety on or before the Completion Date as stated in the

Agreement.

In the event the Work is not completed on or before the Completion Date, deduction for liquidated damages shall be made as defined in the section Liquidated Damages of the General Conditions.

22. Liquidated Damages: If the Completion Date is not met, a sum of money shall be deducted by the Town Administrator from monies due the Contractor as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed an amount of **one thousand dollars (\$1,000)**. Contractor agrees that this amount is not a penalty, but is an appropriate amount to compensate the Town during the period of delay; for time and related expense of Town personnel to continue monitoring the completion of the Work and other overhead expenses necessarily incurred, for its loss of use of the funds to construct the project, the loss of use of the land on which the project is being constructed and adjacent Town property impacted.
23. Breaches and Dispute Resolution:
- A. Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Engineer, who is the authorized representative of Town. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Engineer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Engineer shall be binding upon the Contractor and the Contractor shall abide by the decision.
  - B. Performance during Dispute – Unless otherwise directed by the Town, Contractor shall continue performance under this contract while matters in dispute are being resolved.
  - C. Claims for Damages – Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
  - D. Remedies – Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Knox County, Tennessee.
  - E. Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an Owner approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

END OF SECTION

## AGREEMENT

**Contract No. 2025-06**

**McFee Park Phase 4**

This agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ by and between

TOWN OF FARRAGUT  
11408 Municipal Center Drive  
Farragut, TN 37934

(hereinafter called Owner) and

(Hereinafter called Contractor)

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

### ARTICLE 1 WORK

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

Contractor shall provide all labor, material, equipment and services required for construction of permeable paver parking lots, trailhead pavilion, pedestrian facilities, irrigation and plantings as shown in the project plans.

### ARTICLE 2 ADMINISTRATOR

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

### ARTICLE 3 CONTRACT TIME

The work shall begin upon receipt of a written Notice to Proceed from the Engineer. Work shall be complete on or before **May 23, 2025**.

ARTICLE 4 CONTRACT PRICE

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

ARTICLE 5 CONTRACT DOCUMENTS

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

- A. This Agreement
- B. Instructions to Bidders
- C. Special Conditions
- D. General Conditions
- E. Construction Plans prepared by Ross/Fowler
- F. Approved vendor shop drawings and submittals
- G. Project Manual for McFee Park Phase 4
- H. Bid Form
- I. Addenda Numbers \_\_\_\_\_
- J. Change Orders duly delivered and executed by each party after execution of this Agreement.
- K. Governmental Regulations Addenda and related Affidavits and Certifications

ARTICLE 6 MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.
- B. Owner and Contractor each binds he, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may be altered, amended or repealed by a duly executed written instrument.
- D. **Guarantee and Correction of Work After Final Payment:** Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

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

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

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

- E. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).
- F. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Town. If such subcontracts are approved by the Town, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying" and "Nondiscrimination," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- G. Government Contractual Requirements. The attached Governmental Regulation Addenda and related certifications and affidavits are incorporated herein by reference and made a part hereof as if included herein in its entirety.

ARTICLE 7 LIQUIDATED DAMAGES

If the work is not completed within the time stipulated above the Contractor shall pay to the town as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed an amount of **one thousand dollars (\$1,000)**.

The undersigned, having become familiar with the existing and proposed conditions of the project affecting the cost of the work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services, including utility and transportation services required of **Contract 2025-06, McFee Park Phase 4**, all in accordance with the bid specifications and Contract Documents listed above at and for the unit prices for work in place for the following items and quantities:

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

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

BY: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name Title

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name Title

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_

## **BID FORM**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Total Price</b>
101	Base Bid	1 LS	\$ _____

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BID (Typed or Printed)

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

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

**Substitutions for this contract must be submitted with bid form.**

List any items that are intended to be used as a substitute for specified items (if necessary):



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

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

**References for this contract must be submitted with bid form.**

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Company Name and Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Name of Company \_\_\_\_\_

Owner's Name \_\_\_\_\_

Type of Business \_\_\_\_\_

## 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:

1. 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 of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. With respect to compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. With respect to the compliance with the Drug-Free Workplace Act:

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

As required by Tennessee Code Annotated § 50-9-114, the Town maintains an operates a drug-free workplace program as certified by Tennessee's Drug-Free Workplace Act, as amended. The program operated by the Town includes drug and alcohol testing for persons required to have a commercial driver's license; procedures for urine drug testing and breath alcohol testing; and testing at the following times and circumstances: pre-employment, transfers, upon reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. Prohibited conduct includes the following: being on duty or performing work while under the influence; engaging in the making, distribution or possession of illegal drugs at any time or alcohol while on duty; refusing or failing a test administered under the policy; providing an altered or fake specimen for testing; use of alcohol while on on-call for duty or within four hours prior to reporting for duty; and use of drugs or alcohol within eight hours after an accident or incident unless already cleared of fault. Violations may result in termination. All bidders are required to and shall provide with their bid an affidavit certifying that the bidding entity operates a drug-free workplace program or other drug and 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 1).

The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Town a completed and signed copy of the Attestation form provided by the Town, semi-annually during the period of this Contract.

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 non-citizen to enter the country for specific purposes and a particular time period.

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

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



**STATEMENT OF COMPLIANCE CERTIFICATE  
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

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

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed:

\_\_\_\_\_

State of (\_\_\_\_\_)

County of (\_\_\_\_\_)

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

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**ATTACHMENT B**



**STATE OF TENNESSEE  
IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

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/central-procurement-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 C**

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**STATE OF TENNESSEE  
NON-BOYCOTT OF ISRAEL CERTIFICATION**

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

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

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

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

**ATTACHMENT D**

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**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 E**



**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.

**ATTACHMENT F**

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.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name and Title</b>	<b>Phone Number / Email Address</b>





## 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 G

## Title VI Assurance

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

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

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

### Declaration of Administrative Head

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

\_\_\_\_\_  
**Administrative Head**

\_\_\_\_\_  
**Date**

**ATTACHMENT H**

**Equal Employment Opportunity/Affirmative Action Policy Statement**

**(Company letterhead)**

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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 # \_\_\_\_\_

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(Signature of Company Head)

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(Date)

**ATTACHMENT I**