

- o. A Resolution authorizing the Mayor to execute an agreement with Rogers Group, Inc. in an amount not to exceed \$4,994,000.00 for the 2025 Resurfacing Phase II Project.



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: April 29, 2025

DEPARTMENT: Engineering Department

DIRECTOR or DESIGNEE: Tom Clabo

AGENDA SUMMARY

A Resolution authorizing the Mayor to execute an agreement with Rogers Group, Inc. in an amount not to exceed \$4,994,000.00 for the 2025 Resurfacing Phase II Project.

COUNCIL DISTRICT(S) AFFECTED

1st, 2nd, 6th

BACKGROUND

Rogers Group, Inc. has submitted the lowest responsive bid for Phase II of the City's 2025 annual roadway resurfacing project. Phase II includes a total of approximately 19 equivalent miles of resurfacing in Council Districts 1, 2, and 6. Phase I was bid in January 2025 and includes streets in Council Districts 3, 4, and 5. In order to solicit more competitive bids, the 2025 Resurfacing Program was advertised as two separate, smaller projects.

In addition to streets identified for resurfacing by the City are streets requested to be included by KUB in compliance with the Supplemental Memorandum of Understanding and Agreement between the City of Knoxville and Knoxville Utilities Board. Approximately 1.96 equivalent miles have been included for KUB for resurfacing streets that were damaged through utility cuts.

ESTIMATED PROJECT SCHEDULE

Contract work must be complete by November 30, 2025.

PRIOR ACTION/REVIEW

None

FISCAL INFORMATION

KUB will fund approximately \$485,523.00 of this project while the remaining balance is funded by the Citywide Resurfacing Program approved as part of the 2024-2025 Capital Budget.

AIS Prepared By: Ryne Denton - 215-6135

RESOLUTION NO. _____

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ROGERS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$4,994,000.00 FOR THE 2025 RESURFACING PHASE II PROJECT.

RESOLUTION NO: _____

REQUESTED BY: Engineering

PREPARED BY: Law

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, the City of Knoxville (the “City”) has decided to bid the 2025 Resurfacing Project as two separate smaller projects in order to solicit more competitive bids; and

WHEREAS, the 2025 Resurfacing Phase I Project is currently underway and includes resurfacing streets in Council Districts 3, 4, and 5; and

WHEREAS, the City advertised for bids for the 2025 Resurfacing Phase II Project which will include approximately 19 equivalent miles of resurfacing streets in Council Districts 1, 2,

and 6 with approximately 1.96 equivalent miles for the Knoxville Utilities Board (KUB) for resurfacing streets that were damaged through utility cuts; and

WHEREAS, Rogers Group, Inc. submitted the lowest responsive bid for the Project in the amount of Four Million Nine Hundred Ninety-Four Thousand and 00/100 Dollars (\$4,994,000.00); and

WHEREAS, Rogers Group, Inc. has the necessary qualifications and expertise to perform said work and the Department of Engineering recommends the contract be awarded to it; and

WHEREAS, KUB will fund approximately Four Hundred Eighty-Five Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$485,523.00) for the approximately 1.96 equivalent miles included.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an agreement with Rogers Group, Inc., in substantially the same form as the one attached hereto, in an amount not to exceed Four Million Nine Hundred Ninety-Four Thousand and 00/100 Dollars (\$4,994,000.00) for the 2025 Resurfacing Phase II Project, as set forth in the bid and contract documents.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

Presiding Officer of the Council

Recorder

Lisa B. Hatfield
Attorney
City of Knoxville

Document No. C-

AGREEMENT

This Agreement is made by and between the **City of Knoxville**, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901 (“City”), and **Rogers Group, Inc.**, an Indiana corporation licensed to do business in the State of Tennessee, 601 Maryville Pike, Knoxville, Tennessee 37920 (“Contractor”).

WITNESSETH:

WHEREAS, the City advertised for bids for the 2025 Resurfacing Phase II Project, No. 24W-P-0761 (“Project”); and

WHEREAS, Contractor submitted the lowest responsive bid for said Project in the amount of Four Million Nine Hundred Ninety-Four Thousand 00/100 Dollars (\$4,994,000.00); and

WHEREAS, Contractor has the necessary qualifications and expertise to perform said work and the Department of Engineering recommends that contract be awarded to it; and

WHEREAS, City Council by Resolution No. _____ on April 29, 2025, authorized the Mayor of the City of Knoxville to execute this Agreement on behalf of the City.

NOW, THEREFORE, the City and Contractor, for the mutual considerations and promises stated herein, agree as follows:

1. Scope of Work. Contractor will provide all supervision, technical personnel, equipment, labor, and materials, and perform and complete all work in a satisfactory manner necessary to resurface approximately 19 equivalent miles of streets in Council Districts 1, 2, and

6, and perform other work as necessary to complete the Project all in strict accordance with the contract documents and specifications for the 2025 Resurfacing Phase II Project, No. 24W-P-0761, prepared by the City of Knoxville Engineering Department.

2. Contract Documents. The executed Contract Documents will consist of the following:

- (a) This Agreement
- (b) Invitation for Bids and any Addenda thereto
- (c) Instructions to Bidders
- (d) Signed copy of Bid and Proposal
- (e) General Conditions
- (f) Supplemental General Conditions
- (g) Special Conditions
- (h) Technical Specifications
- (i) Drawings

Contract documents not appended to this agreement are located in the City of Knoxville Engineering Department Library at 3131 Morris Avenue, Knoxville, Tennessee. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Contractor shall control.

3. Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Contractor. If the City terminates this Agreement, and such termination is not a result of a default by Contractor, Contractor shall be entitled to receive as its sole and exclusive remedy just compensation for all satisfactory, authorized services completed prior to the effective date.

4. Term and Liquidated Damages. The date of beginning and the time for completion of the work are essential conditions of this Agreement, and the work embraced shall be commenced on the date specified in a written Notice to Proceed. Contractor shall perform the

work with due and reasonable diligence and fully complete the Project by November 30, 2025. Contractor further agrees to pay liquidated damages to the City in the sum of One Thousand and 00/100 Dollars (\$1,000.00) for each consecutive day thereafter as provided in the General Conditions.

5. Contract Price. The City shall pay to Contractor for the satisfactory performance of the contract subject to additions and deductions and in accordance with the bid as provided in the contract documents, unless modified by a Contract Change Order, an amount not to exceed Four Million Nine Hundred Ninety-Four Thousand and 00/100 Dollars (\$4,994,000.00).

Contractor shall submit invoices for services rendered to the City in a form approved by the City, shall indicate the time period during which the services were provided and shall be signed by Contractor to certify its accuracy.

The City will pay Contractor for services satisfactorily rendered within thirty (30) days of the receipt of Contractor's undisputed invoice. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement.

6. Retainage. The City will retain five percent (5%) of payment for all work covered by the contract documents. Upon completion of all work covered by the contract documents to the final satisfaction of the City, the retainage balance will be paid to the contractor.

7. Changes in the Work. The City may at any time, if the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the services, an equitable adjustment shall be authorized by Change Order or Amendment. All Change Orders must be approved and signed by the City and Contractor.

8. Notices. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:

Penny Owens, Purchasing Agent
P.O. Box 1631
Knoxville, TN 37901
(865) 215-2070

Contractor:

John Payne, Vice President
Rogers Group, Inc.
601 Maryville Pike
Knoxville, TN 37920
(865) 579-2000

cc: Shawn E. Fitzpatrick, P.E., Chief Civil Engineer
City of Knoxville
P.O. Box 1631
Knoxville, TN 37901
(865) 215-6100

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. Mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

9. Indemnification. Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, 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 Contractor in performance of this Agreement or from 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 City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City 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 City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. 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 City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

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

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

10. Insurance. Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

- (a) Commercial General and Umbrella Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and

completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (1) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- (b) Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each

accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- (c) Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by contractor's workers' compensation insurance coverage.
- (d) Completed Operations Insurance. Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of two (2) years from the date of the City's final acceptance of the project.
- (e) Excess Liability Insurance. Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than \$2,000,000.00 each occurrence. This coverage shall be on a follow form basis.
- (f) Other Insurance Requirements. Contractor shall:
 - (1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage

required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- (2) Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
- (3) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- (5) If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- (6) Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- (7) Large Deductibles: Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
- (8) Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for

the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- (9) Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

11. Non-Discrimination. Contractor:

- (a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
- (b) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or familial status or national origin;
- (c) will, in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin; and

- (d) will include these provisions in every subcontract or sublease let by or for it.

12. Ethical Standards. Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

- (a) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

- (b) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of Council, member of the Board of Education, officer or employee of the City to have or hold any interest in the profits for emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of Council, member of the Board of Education, officer or employee has or holds any such interest is void.

(c) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

(d) Sec. 2-1051. Covenant Relating to Contingent Fees.

- (a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.
- (b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.
- (c) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.
- (d) Remedies for Violations. For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:
 - (1) Oral or written warnings or reprimands;
 - (2) Cancellation of transactions; and
 - (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

13. ADA Compliance. With regard to the services performed under this Agreement, Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., (“ADA”). Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Contractor, its employees, agents or representatives which violates the ADA. Contractor agrees that the City will not be responsible for any costs or expenses arising from Contractor’s failure to comply with the ADA.

14. Independent Contractor. Contractor and its agents and employees shall perform all work and render all services as an independent contractor; neither it nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.

15. Assignment. The Contractor shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

16. Subcontractors. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

17. Written Amendments. 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.

18. Required Approvals. Neither Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

19. Article Captions. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

20. Severability. 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.

21. Federal, State and Local Requirements. Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

22. Boycott of Israel. The Contractor certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel.

23. No Benefit for Third Parties. The services to be performed by the Contractor pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the contractor, its officers, employees, agents or contractors shall accrue to the

Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

24. Non-Reliance of Parties. Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

25. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

26. EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

27. Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this Agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

28. Entire Agreement. This Agreement forms the entire Agreement between the City and Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement in two (2) copies as of the below-written date.

APPROVED AS TO FORM:

CITY OF KNOXVILLE

CHARLES W. SWANSON
LAW DIRECTOR

BY: _____
INDYA KINCANNON
MAYOR

DATE: _____

FUNDS CERTIFIED:

ROGERS GROUP, INC.

BOYCE H. EVANS
FINANCE DIRECTOR

BY: _____

TITLE: _____

Required Documents:

Certificate of Insurance _____
Endorsements _____
Performance Bond _____
Payment Bond _____

**DISTRICT 1
2025 PAVING LIST**

Last Revised: 3/13/25

| STREET | FROM | TO | PERMITTED* | PROPOSED** | CLASS | SQ.YD. |
|----------------------|---------------------|---------------------|------------------|------------|-------|--------|
| | | | WORKING HOURS | WORK | | |
| CLINCH AVENUE | WEST END | TWENTY FIRST STREET | 1 | F | MIC | 4146 |
| EIGHTEENTH STREET | GRAND AVENUE | CLINCH AVENUE | 2 | F | MIC | 3843 |
| FOREST AVENUE | WEST END | EIGHTEENTH STREET | 2 | F | MIC | 5970 |
| GRAND AVENUE | TWENTY THIRD STREET | EIGHTEENTH STREET | 2 | F | MIC | 6134 |
| HIGHLAND AVENUE | WEST END | EIGHTEENTH STREET | 1 | F | MIC | 12534 |
| LAUREL AVENUE | WEST END | EIGHTEENTH STREET | 2 | F | MIC | 7883 |
| NINETEENTH STREET | GRAND AVENUE | LAUREL AVENUE | 2 | F | MIC | 3060 |
| NINETEENTH STREET | CLINCH AVENUE | WHITE AVENUE | 2 | F | MIC | 1040 |
| TWENTIETH STREET | GRAND AVENUE | WHITE AVENUE | 2 | F | MIC | 5722 |
| TWENTY FIRST STREET | GRAND AVENUE | CUMBERLAND AVENUE | 2 | F | MIC | 6001 |
| TWENTY SECOND STREET | GRAND AVENUE | CUMBERLAND AVENUE | 2 | F | MIC | 6018 |
| TWENTY THIRD STREET | GRAND AVENUE | CLINCH AVENUE | 2 | F | MIC | 4281 |
| WHITE AVENUE | WEST END | NINETEENTH STREET | 2 | F | MIC | 5347 |

TOTAL **71,979**

TOTAL EQUIV. MILES **5.11**

**DISTRICT 1
2025 PAVING LIST (KUB)**

Last Revised: 3/13/25

| STREET | FROM | TO | PERMITTED* | PROPOSED** | | |
|--------------------|-----------------|------------------|------------------|------------|-------|--------|
| | | | WORKING HOURS | WORK | CLASS | SQ.YD. |
| CUMBERLAND AVENUE | ELEVENTH STREET | SIXTEENTH STREET | 1 | F | MAC | 10,550 |
| RIGGS AVENUE | WOODLAWN PIKE | HEDGEAPPLE LANE | 2 | F | LOC | 4078 |
| YOUNG HIGH PIKE, E | WOODLAWN PIKE | HEDGEAPPLE LANE | 1 | F | MIC | 1927 |

TOTAL **16,555**

TOTAL EQUIV. MILES **1.18**

**DISTRICT 2
2025 FINAL PAVING LIST**

Last Revised: 3/13/25

| STREET | FROM | TO | PERMITTED* | PROPOSED** | | SQ.YD. |
|-----------------------------|---------------------|------------------------|------------------|------------|-------|--------|
| | | | WORKING HOURS | WORK | CLASS | |
| BLACKBERRY LANE | RIDGEROCK LANE | SOUTH END | 2 | F | LOC | 411 |
| BOLLING LANE | WEST END | FOREST HILLS BOULEVARD | 2 | F | LOC | 350 |
| CARR STREET | SUTHERLAND AVENUE | KINGSTON PIKE | 2 | F | LOC | 1,684 |
| CHAMBLISS AVENUE | CARR STREET | LEBANON STREET | 2 | F | LOC | 4,898 |
| COURT DRIVE | WEST END | MOHICAN STREET, N | 2 | F | LOC | 784 |
| DEANE HILL DRIVE | MORRELL ROAD | KINGSTON PIKE | 1 | F | MAC | 25,071 |
| FOREST COURT | SUTHERLAND AVENUE | COURT DRIVE | 2 | F | LOC | 1,360 |
| FOREST HILLS BOULEVARD | VILLAGE ROAD | SUTHERLAND AVENUE | 2 | F | LOC | 2,198 |
| HOMBERG DRIVE | WHITTAKER DRIVE | KINGSTON PIKE | 2 | F | MIC | 843 |
| KENNON ROAD | SHEFFIELD DRIVE | SOUTH END | 2 | F | LOC | 1,984 |
| LARCH LANE | RIDGEROCK LANE | SOUTH END | 2 | F | LOC | 397 |
| LEBANON STREET (B/W 6TH) | SUTHERLAND AVENUE | SOUTH END | 2 | F | LOC | 579 |
| MAJOR REYNOLDS PLACE | KINGSTON PIKE | NORTH END | 2 | F | LOC | 1,666 |
| MCCOY STREET | MOHICAN STREET, N | KINGSTON PIKE | 2 | F | LOC | 694 |
| MCKPEAKE LANE | KENNON ROAD | EAST END | 2 | F | LOC | 1,144 |
| MOHICAN STREET, N | SUTHERLAND AVENUE | KINGSTON PIKE | 2 | F | LOC | 1,567 |
| NEWCOM AVENUE | FOREST PARK BLVD, N | LEBANON STREET | 2 | F | MIC | 2,024 |
| PORTSMOUTH ROAD | SHEFFIELD DRIVE | BUCKINGHAM ROAD | 2 | F | LOC | 2,144 |
| RIDGEROCK LANE | WEST END | OLD WEISGARBER ROAD | 2 | F | LOC | 4,664 |
| SUTHERLAND AVENUE | WESTWOOD ROAD | LEBANON STREET | 1 | F | ART | 15,149 |
| SUTHERLAND AVENUE (B/W 6TH) | LEBANON STREET | HOLLYWOOD ROAD | 1 | F | ART | 734 |
| SUTTON LANE | PORTSMOUTH ROAD | SOUTH END | 2 | F | LOC | 1,754 |
| WEST END LANE | NORTH END | SUTHERLAND AVENUE | 2 | F | LOC | 1,658 |
| WESTWOOD ROAD | SUTHERLAND AVENUE | KINGSTON PIKE | 2 | F | ART | 838 |
| WESTWOOD ROAD | HERRON DRIVE | SUTHERLAND AVENUE | 1 | F | LOC | 2,132 |
| WILLETTE COURT | WEST END | KENNON ROAD | 2 | F | LOC | 1,439 |

TOTAL

78,164

TOTAL EQUIV. MILES

5.55

DISTRICT 4
2025 PAVING LIST

Last Revised: 3/13/25

| STREET | FROM | TO | PERMITTED* | PROPOSED** | | SQ.YD. |
|--------------|-------------|-----------------|------------------|------------|-------|--------|
| | | | WORKING HOURS | WORK | CLASS | |
| CECIL AVENUE | BROADWAY, N | CHERRY STREET N | 1 | F | ART | 17,843 |

TOTAL 17,843

TOTAL EQUIV. MILES 1.27

**DISTRICT 6
2025 PAVING LIST**

Last Revised: 3/13/25

| STREET | FROM | TO | PERMITTED* | PROPOSED** | CLASS | SQ.YD. |
|-----------------------------|--------------------|-------------------|------------------|------------|-------|--------|
| | | | WORKING HOURS | | | |
| ADDISON STREET | DAISY AVENUE | BROOKS AVENUE | 2 | F | LOC | 2,765 |
| AMHERST AVENUE | GRONER DRIVE | EAST END | 2 | F | LOC | 852 |
| BARKER AVENUE | ADDISON STREET | DAILEY STREET | 2 | A | LOC | 2,338 |
| BECK PLACE | NORTH END | ISABELLA CIRCLE | 2 | F | LOC | 682 |
| CAVALIER AVENUE | ULSTER AVENUE | GRAVES STREET | 2 | F | LOC | 1,618 |
| CHESTER AVENUE | ADDISON STREET | DAILEY STREET | 2 | F | LOC | 2,244 |
| CITYVIEW AVENUE | SANDERS LANE | TRUSLOW STREET | 2 | F | LOC | 1,682 |
| CLIFFORD STREET | HAZEN STREET | GRONER DRIVE | 2 | F | LOC | 1,288 |
| DAILEY STREET | BROOKS AVENUE | GRAVES STREET | 2 | A | LOC | 1,324 |
| FULLER AVENUE | WILDER PLACE | DAISY AVENUE | 2 | F | LOC | 1,742 |
| GAITER CIRCLE | WITT PLACE | MORNINGSIDE DRIVE | 2 | F | LOC | 1,528 |
| GRAVES STREET | CHESTNUT STREET, S | DAILEY STREET | 2 | F | LOC | 2,373 |
| GRONER DRIVE | DANDRIDGE AVENUE | ISABELLA CIRCLE | 2 | F | LOC | 7,838 |
| HAZEN STREET | DANDRIDGE AVENUE | HILL AVENUE, E | 2 | F | LOC | 11,114 |
| ISABELLA CIRCLE | GRONER DRIVE | GRONER DRIVE | 2 | F | LOC | 5,079 |
| LAPSLEY PLACE | GRONER DRIVE | EAST END | 2 | F | LOC | 948 |
| LAURANS AVENUE | NORTH END | RIVERSIDE DRIVE | 2 | F | LOC | 9,256 |
| LEBANON STREET (B/W 2ND) | SUTHERLAND AVENUE | SOUTH END | 2 | F | LOC | 579 |
| LECONTE DRIVE | DANDRIDGE AVENUE | MORNINGSIDE DRIVE | 2 | F | LOC | 1,396 |
| MAGNET PLACE | GRONER DRIVE | SOUTH END | 2 | F | LOC | 1,413 |
| MORNINGSIDE DRIVE | DANDRIDGE AVENUE | GRANVILLE TERRACE | 2 | F | LOC | 3,565 |
| MOUNTWAY DRIVE | CENTER AVENUE | CITYVIEW AVENUE | 2 | F | LOC | 368 |
| SANDERS LANE | CENTER AVENUE | FULLER AVENUE | 2 | F | LOC | 585 |
| SUTHERLAND AVENUE (B/W 2ND) | LEBANON STREET | HOLLYWOOD ROAD | 1 | F | ART | 734 |
| TOBLER LANE | SUTHERLAND AVENUE | FOREST GLEN DRIVE | 1 | F | MIC | 5,116 |
| TRIGG STREET | VICTORIA AVENUE | CHESTER AVENUE | 2 | F | LOC | 2,004 |
| TRUSLOW STREET | ULSTER AVENUE | CITYVIEW AVENUE | 2 | F | LOC | 1,298 |
| WITT PLACE | DANDRIDGE AVENUE | MORNINGSIDE DRIVE | 2 | F | LOC | 2,467 |

TOTAL

74,196

TOTAL EQUIV. MILES

5.27

**DISTRICT 6
2025 PAVING LIST (KUB)**

Last Revised: 3/13/25

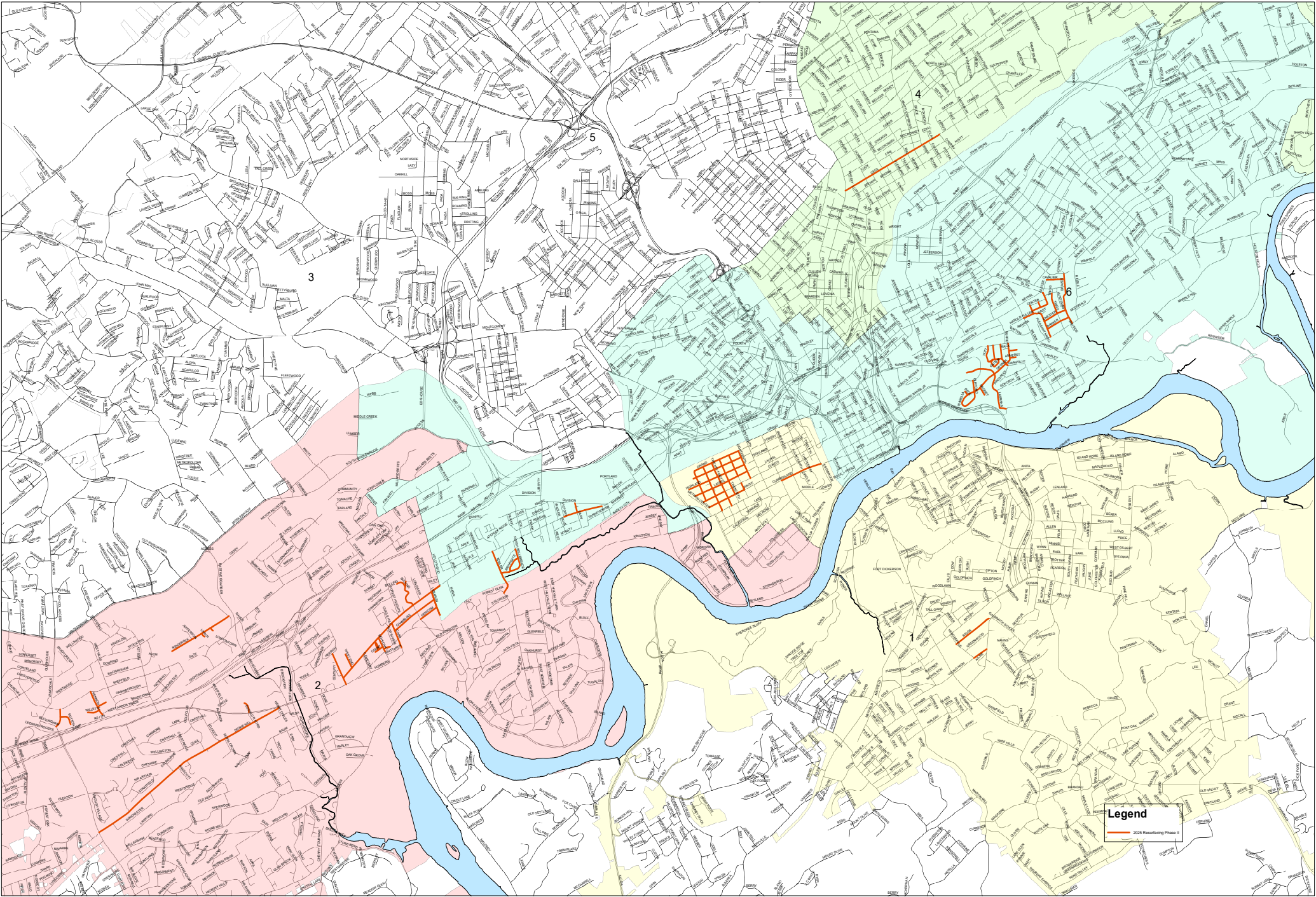
| STREET | FROM | TO | PERMITTED* | | | |
|----------------------|----------------------|----------------------|------------------|--------------------|-------|--------|
| | | | WORKING HOURS | PROPOSED** WORK | CLASS | SQ.YD. |
| BELLEMEADE AVENUE, N | GREENLEAF AVENUE | BELLEMEADE AVENUE, W | 2 | F | LOC | 2104 |
| BELLEMEADE AVENUE, W | TOBLER LANE | BRIARGATE AVE | 2 | F | LOC | 1203 |
| BRIARGATE AVENUE | BELLEMEADE AVENUE, N | BELLEMEADE AVENUE, W | 2 | F | LOC | 1813 |
| CARY STREET | DIVISION STREET | SUTHERLAND AVENUE | 2 | F | LOC | 833 |
| SUTHERLAND AVENUE | VICTORY STREET | EMMETT STREET | 1 | F | MAC | 5018 |

TOTAL

10,971

TOTAL EQUIV. MILES

0.78



ENGINEERING DEPARTMENT



INTER-DEPARTMENTAL MEMORANDUM

CITY OF KNOXVILLE

DATE: April 10, 2025

TO: Penny Owens, Purchasing Agent

FROM: Shawn E. Fitzpatrick, P.E., Civil Engineering Chief

SUBJECT: **2025 RESURFACING PHASE II PROJECT**
PROJECT NO. 24W-P-0761

The Engineering Department has reviewed the bids for the above referenced Project and recommends that the Project be awarded to Rogers Group, Inc. The lowest responsive bid was \$4,994,000.00.

Please request that a contract for \$4,994,000.00 be placed on the next Council Agenda.

If you need additional information, please contact me.

A handwritten signature in blue ink that reads "Shawn Fitzpatrick".

Shawn E Fitzpatrick, P.E.
Civil Engineering Chief

Attachment

SEF:jkh

cc: Project File

**CITY OF KNOXVILLE
DEPARTMENT OF ENGINEERING**

Project: 2025 Resurfacing Phase II
Project No: 24W-P-0761

Opened in Knoxville, TN
Date: April 8, 2025
Time: 11:00 a.m.

SUMMARY OF BIDS

**CITY OF KNOXVILLE
BID SCHEDULE**

Rogers Group, Inc.

PRI of East Tennessee, Inc.

Duracap Asphalt Paving Co., Inc.

APAC-Atlantic, Inc.

| ITEM NO. | DESCRIPTION | UNIT | TOTAL QUANTITY | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT |
|----------|--------------------------------------------------------------------|------|----------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|
| 5.10 | Mineral Aggregate Base | TON | 500 | 53.00 | 26,500.00 | 45.00 | 22,500.00 | 50.00 | 25,000.00 | 60.00 | 30,000.00 |
| 7.10 | Trackless Tack Coat (TTT-1) | GAL | 16,600 | 3.60 | 59,760.00 | 4.50 | 74,700.00 | 5.00 | 83,000.00 | 7.25 | 120,350.00 |
| 9.10 | Bituminous Plan Mix, Grading B | TON | 1,000 | 98.00 | 98,000.00 | 108.00 | 108,000.00 | 110.00 | 110,000.00 | 141.50 | 141,500.00 |
| 9.30 | Bituminous Plan Mix, Grading C-S | TON | 1,000 | 110.00 | 110,000.00 | 130.00 | 130,000.00 | 120.00 | 120,000.00 | 168.00 | 168,000.00 |
| 10.10 | Asphaltic Concrete Surface, Grading D (PG64-22) | TON | 28,000 | 121.00 | 3,388,000.00 | 150.00 | 4,200,000.00 | 155.75 | 4,361,000.00 | 171.25 | 4,795,000.00 |
| 10.12 | Asphaltic Concrete Surface, Grading D (PG70-22) | TON | 100 | 133.00 | 13,300.00 | 195.00 | 19,500.00 | 180.00 | 18,000.00 | 210.00 | 21,000.00 |
| 10.30 | Asphalt Curb | LF | 6,100 | 4.95 | 30,195.00 | 10.00 | 61,000.00 | 8.00 | 48,800.00 | 10.50 | 64,050.00 |
| 10.40 | Pavement Removal (up to 3 ft. in depth) | SY | 1,000 | 44.00 | 44,000.00 | 43.00 | 43,000.00 | 40.00 | 40,000.00 | 60.00 | 60,000.00 |
| 10.50 | Speed Humps | EA | 6 | 3,500.00 | 21,000.00 | 3,850.00 | 23,100.00 | 4,000.00 | 24,000.00 | 6,500.00 | 39,000.00 |
| 10.60 | Speed Cushions (3-piece) | EA | 2 | 4,975.00 | 9,950.00 | 5,300.00 | 10,600.00 | 6,000.00 | 12,000.00 | 9,775.00 | 19,550.00 |
| 12.61 | 6" Concrete Combined Curb and Gutter | LF | 500 | 93.00 | 46,500.00 | 57.50 | 28,750.00 | 90.00 | 45,000.00 | 70.00 | 35,000.00 |
| 13.20 | Concrete Driveways | SF | 420 | 54.00 | 22,680.00 | 50.00 | 21,000.00 | 60.00 | 25,200.00 | 50.00 | 21,000.00 |
| 23.10 | Adjusting Storm Sewer Manhole Frames & Catch Basin Grates | EA | 42 | 750.00 | 31,500.00 | 820.00 | 34,440.00 | 900.00 | 37,800.00 | 1,100.00 | 46,200.00 |
| 26.10 | Top Soil | CY | 42 | 85.00 | 3,570.00 | 107.00 | 4,494.00 | 90.00 | 3,780.00 | 115.00 | 4,830.00 |
| 27.10 | Seeding | SY | 420 | 4.00 | 1,680.00 | 7.00 | 2,940.00 | 6.00 | 2,520.00 | 5.00 | 2,100.00 |
| 38.10 | Milling or Grinding of Asphalt Streets (Surface Milling) | TON | 500 | 42.00 | 21,000.00 | 40.00 | 20,000.00 | 50.00 | 25,000.00 | 51.00 | 25,500.00 |
| 38.20 | Milling or Grinding of Asphalt Streets (Full Depth & Profile Mill) | TON | 21,500 | 34.50 | 741,750.00 | 36.00 | 774,000.00 | 41.00 | 881,500.00 | 54.50 | 1,171,750.00 |
| 39.10 | Painted Pavement Marking Line (4" Line) | LMI | 35 | 1,105.00 | 38,675.00 | 1,400.00 | 49,000.00 | 1,650.00 | 57,750.00 | 1,375.00 | 48,125.00 |
| 39.15 | Painted Pavement Marking Line (4" Line) (Parking Stalls) | LF | 15,400 | 1.55 | 23,870.00 | 1.75 | 26,950.00 | 1.50 | 23,100.00 | 1.75 | 26,950.00 |
| 39.20 | Thermoplastic Pavement Marking (STOP Line) | LF | 1,750 | 13.25 | 23,187.50 | 17.50 | 30,625.00 | 13.00 | 22,750.00 | 16.00 | 28,000.00 |

| ITEM NO. | DESCRIPTION | UNIT | TOTAL QUANTITY | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT |
|----------|-------------|------|----------------|-------|--------|-------|--------|-------|--------|-------|--------|
|----------|-------------|------|----------------|-------|--------|-------|--------|-------|--------|-------|--------|

**CITY OF KNOXVILLE
DEPARTMENT OF ENGINEERING**

Project: 2025 Resurfacing Phase II
Project No: 24W-P-0761

Opened in Knoxville, TN
Date: April 8, 2025
Time: 11:00 a.m.

SUMMARY OF BIDS

**CITY OF KNOXVILLE
BID SCHEDULE**

| | | | | Rogers Group, Inc. | | PRI of East Tennessee, Inc. | | Duracap Asphalt Paving Co., Inc. | | APAC-Atlantic, Inc. | |
|------------------|----------------------------------------------------------|----|-------|------------------------|-----------|-----------------------------|------------|----------------------------------|------------|------------------------|------------|
| 39.30 | Thermoplastic Pavement Marking (Crosswalk Striping) | LF | 3,275 | 23.25 | 76,143.75 | 27.00 | 88,425.00 | 27.00 | 88,425.00 | 26.00 | 85,150.00 |
| 39.40 | Thermoplastic Pavement Marking (Turn Lane Arrow) | EA | 23 | 227.00 | 5,221.00 | 260.00 | 5,980.00 | 275.00 | 6,325.00 | 250.00 | 5,750.00 |
| 39.50 | Thermoplastic Pavement Marking (Channelization Striping) | SY | 31 | 25.25 | 782.75 | 30.00 | 930.00 | 30.00 | 930.00 | 28.00 | 868.00 |
| 39.60 | Thermoplastic Pavement Marking (RR Crossing Symbol) | EA | 3 | 554.00 | 1,662.00 | 640.00 | 1,920.00 | 500.00 | 1,500.00 | 600.00 | 1,800.00 |
| 39.70 | Thermoplastic Pavement Marking (Yield Line) | LF | 20 | 21.00 | 420.00 | 23.00 | 460.00 | 11.00 | 220.00 | 22.00 | 440.00 |
| 39.80 | Thermoplastic Pavement Marking (ONLY) | EA | 7 | 210.00 | 1,470.00 | 233.00 | 1,631.00 | 275.00 | 1,925.00 | 230.00 | 1,610.00 |
| 39.90 | Thermoplastic Pavement Marking (Shared Lane Symbols) | EA | 10 | 363.10 | 3,631.00 | 400.00 | 4,000.00 | 500.00 | 5,000.00 | 425.00 | 4,250.00 |
| 58.10 | Adjusting Manhole Frames (Full Depth Mill) | EA | 11 | 300.00 | 3,300.00 | 580.00 | 6,380.00 | 400.00 | 4,400.00 | 700.00 | 7,700.00 |
| 58.20 | Adjusting Manhole Frames (Adjustment Ring Only) | EA | 373 | 200.00 | 74,600.00 | 285.00 | 106,305.00 | 400.00 | 149,200.00 | 400.00 | 149,200.00 |
| 59.10 | Adjusting Valve Boxes (Full Depth Mill) | EA | 11 | 131.00 | 1,441.00 | 510.00 | 5,610.00 | 120.00 | 1,320.00 | 400.00 | 4,400.00 |
| 59.20 | Adjusting Valve Box | EA | 373 | 95.00 | 35,435.00 | 120.00 | 44,760.00 | 103.00 | 38,419.00 | 125.00 | 46,625.00 |
| 730-14.02 | Saw Slot | LF | 1,608 | 11.00 | 17,688.00 | 8.75 | 14,070.00 | 10.00 | 16,080.00 | 10.00 | 16,080.00 |
| 730.14.03 | Loop Wire | LF | 4,272 | 4.00 | 17,088.00 | 2.75 | 11,748.00 | 3.50 | 14,952.00 | 3.00 | 12,816.00 |
| TOTAL BID | | | | \$ 4,994,000.00 | | \$ 5,976,818.00 | | \$ 6,294,896.00 | | \$ 7,204,594.00 | |

Tabulated by:

Jeannine K. Hager

Certified Correct:

George Daws

Approved By:

Shawn Fitzpatrick

Checked By:

Ryne Denton

Date:

4/10/2025

Date:

4/10/2025

INFORMATION FOR BIDDERS

Bids will be received by the City of Knoxville, Tennessee (Herein called the "Owner") by the Purchasing Division of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building, 400 Main Avenue, Knoxville, Tennessee, 37902 until 11:00:00 A.M. on Tuesday, April 8, 2025, and then at said office publicly opened and read aloud. To attend the bid opening via Zoom, please follow the instructions below:

To Join Zoom Meeting, click here:

<https://us02web.zoom.us/j/87234679235?pwd=TEHbsqQmMJp9K8m5bOubrY8WkTaQld.1>

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City's ITB and (2) the submissions have a degree of uniformity to facilitate evaluation.

Submission forms and ITB documentation may be obtained at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and ITB information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

Submission Information

Option 1 - Electronic Submission Procedures. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on April 8, 2025. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "ITB - 2025 Resurfacing Phase II", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files **MUST** use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-2025 Resurfacing Phase II.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

Option 2 - Hard Copy Submission Procedures: Proposals shall include one original and one electronic copy of the proposal (.pdf format on CD or USB drive only—mark the storage device with the company name); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed submissions; do not email your submission.

IMPORTANT NOTE: The original hard copy submitted proposal must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract. Proposals will be received until 11:00:00 a.m. (Eastern Time) on April 8, 2025. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “ITB – 2025 Resurfacing Phase II.”

Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, any other carrier of any sort, or as a result of a technology issue are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

All Bids must be made on the required bid form supplied with the Contract documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof and must have an HRA - Highway, Railroad and Airport Construction classification. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the sealed envelope containing the bid. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvillemn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**

If applicable, sub-contractors for electrical work, plumbing work, and HVAC must be shown on the outside of the envelope along with their respective license numbers, expiration date, and classification; where the total cost of the masonry portion of the project exceeds \$100,000 in materials and labor, the license number, expiration date, and classification must be listed on the outside of the envelope for the masonry sub-contractor.

The envelope must be plainly marked, “Bid on (project) to be opened on (date) at (time),” otherwise the bid cannot be opened or considered. Any bid envelope which contains the listing of more than one contractor in each classification shall be considered in violation and the bid shall not be opened or considered. These requirements are detailed in Tennessee Code Annotated § 62-6-119 (B), the State of Tennessee, Department of Commerce and Insurance Board for licensing contractors can provide additional information if required.

Attention is called to Chapter 2, Article VIII (Procurement Code) of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § 12-4-401 et seq. For the purpose of this contract the prevailing wage rates shall be the wage rate incorporated in these documents. The City reserves the right to demand the payroll records of Contractor at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by Contractor to provide City with said records within ten working days of the written notice shall constitute a breach of this agreement.

Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and Specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. When discrepancies occur between unit prices and total prices on the Bid Schedule, the total price submitted for each pay item will be maintained and corrections will be made to the unit prices.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Inquiries pertaining to this ITB shall be made in writing and be in the hands of the Purchasing Division by the close of the business day on Tuesday, April 1, 2025. Questions can be submitted by letter, fax (865-215-2277), or email to the Purchasing Agent of the City of Knoxville (powens@knoxvilletn.gov) or City County Building; 400 Main Street; Room 667-674; P.O. Box 1631; Knoxville, TN 37901. The City is not responsible for oral interpretations given by any City employee, representative, or others; and no interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

All Bids must be signed in full by the Bidder or Bidders in their business name or style and must show his or their complete address. If the Bidder be a firm or a corporation, the signature shall be a duly authorized member of the firm or officer of the corporation stating his official title or position with such firm or corporation, with the corporate seal attached, attested to by the proper officer. If the Bidder be a firm, the full names and addresses of all members of the firm must be shown. If the Bidder be a corporation, the name of the state under the laws of which it is incorporated must be shown. If the Bid is signed in the name of an agent, legal evidence of his authority to bind his principals must accompany the papers.

All Bids exceeding \$100,000 must be accompanied by a Bidder's Bond equal to 5 percent of the bid price, executed by the Bidder and a surety company authorized to transact business in the State of Tennessee or by a cashier's or certified check on a duly authorized bank made payable to the City of Knoxville, as a guarantee

that, if the Bid is accepted, the required Contract will be executed and the required Performance and Payment Bonds furnished. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two (2) remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within ninety (90) calendar days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Notice to proceed shall be issued within ninety (90) days of the execution of the Agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ninety (90) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Award will be made as a whole to one Bidder. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. Attention is called to Section 2-1016 et seq. of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated 12-4-401 et seq.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions.

Attention is also called to Section 15-26 of the Knoxville City Code, requiring and defining a non-discrimination clause which shall be contained in all Contracts with the City of Knoxville wherein City funds are expended for the purpose of construction, alteration, repair or demolition of any building, street, alley or sewer, or for the providing of any services, and all leases, franchises or concession through which property of the City of Knoxville is to be used.

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000 (d). The successful bidder must follow Title VI guidelines in all areas including hiring practices, operating facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City. The Drug Free Workplace Affidavit form must be submitted with the bid.

The Drug Free Workplace Affidavit, the Non-Collusion Affidavit, the Iran Divestment Act Form, and the Subcontractor/Consultant Statement from the Diversity Business Enterprise Program packet, fully executed, must be submitted with the bid.

The Contractor shall maintain such insurance as detailed in the General Conditions section of this ITB as will protect him and/or the City from all claims including Workman's Compensation and will save harmless the City from all claims and damages which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work.

The Contract will be awarded with reasonable promptness by written notice to the responsive and responsible Bidder whose Bid is determined to contain the lowest bid price or lowest evaluated bid price in accordance with Section 2-862 of the Knoxville City Code.

The City may waive technicalities concerning bid documents and may follow up with individual organizations after the bid opening to obtain such documents when it is in the best interests of the City. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the City.

BID PROPOSAL
CITY OF KNOXVILLE, TENNESSEE

**2025 Resurfacing Phase II
Project No. 24W-P-0761**

TO THE PURCHASING AGENT
CITY OF KNOXVILLE, TENNESSEE

ROGERS GROUP, INC. hereby propose(s) to furnish all material, labor, and appliances and do all work required to complete the Contract for the 2025 Resurfacing Phase II Project, Project No. 24W-P-0761, located in the City of Knoxville, Tennessee, in a workmanlike manner and in accordance with the plans of the Department of Engineering and specifications herewith attached.

Bidder further agrees that in case of failure to sign a delivered contract within thirty (30) days, the certified check or bid bond accompanying this bid and the proceeds thereof shall be the property of the City of Knoxville if the City chooses to retain said bid bond or check.

BID SCHEDULE

| ITEM NO. | DESCRIPTION | UNITS | TOTAL QUANTITY | PRICE PER UNIT | TOTAL PRICE PER ITEM |
|----------|-----------------------------------------------------------|-------|----------------|----------------|----------------------|
| 5.10 | Mineral Aggregate Base | TON | 500 | \$ 53.00 | \$ 26,500.00 |
| 7.10 | Trackless Tack Coat (TTT-1) | GAL | 16,600 | \$ 3.60 | \$ 59,760.00 |
| 9.10 | Bituminous Plan Mix, Grading B | TON | 1,000 | \$ 98.00 | \$ 98,000.00 |
| 9.30 | Bituminous Plan Mix, Grading C-S | TON | 1,000 | \$ 110.00 | \$ 110,000.00 |
| 10.10 | Asphaltic Concrete Surface, Grading D (PG64-22) | TON | 28,000 | \$ 121.00 | \$ 3,388,000.00 |
| 10.12 | Asphaltic Concrete Surface, Grading D (PG70-22) | TON | 100 | \$ 133.00 | \$ 13,300.00 |
| 10.30 | Asphalt Curb | LF | 6,100 | \$ 4.95 | \$ 30,195.00 |
| 10.40 | Pavement Removal (up to 3 ft. in depth) | SY | 1,000 | \$ 44.00 | \$ 44,000.00 |
| 10.50 | Speed Humps | EA | 6 | \$ 3,500.00 | \$ 21,000.00 |
| 10.60 | Speed Cushions (3-piece) | EA | 2 | \$ 4,975.00 | \$ 9,950.00 |
| 12.61 | 6" Concrete Combined Curb and Gutter | LF | 500 | \$ 93.00 | \$ 46,500.00 |
| 13.20 | Concrete Driveways | SF | 420 | \$ 54.00 | \$ 22,680.00 |
| 23.10 | Adjusting Storm Sewer Manhole Frames & Catch Basin Grates | EA | 42 | \$ 750.00 | \$ 31,500.00 |
| 26.10 | Top Soil | CY | 42 | \$ 85.00 | \$ 3,570.00 |
| 27.10 | Seeding | SY | 420 | \$ 4.00 | \$ 1,680.00 |

| ITEM NO. | DESCRIPTION | UNITS | TOTAL QUANTITY | PRICE PER UNIT | TOTAL PRICE PER ITEM |
|-----------|--------------------------------------------------------------------|-------|----------------|----------------|----------------------|
| 38.10 | Milling or Grinding of Asphalt Streets (Surface Milling) | TON | 500 | \$ 42.00 | \$ 21,000.00 |
| 38.20 | Milling or Grinding of Asphalt Streets (Full Depth & Profile Mill) | TON | 21,500 | \$ 34.50 | \$ 741,750.00 |
| 39.10 | Painted Pavement Marking Line (4" Line) | LMI | 35 | \$ 1,105.00 | \$ 38,675.00 |
| 39.15 | Painted Pavement Marking Line (4" Line) (Parking Stalls) | LF | 15,400 | \$ 1.55 | \$ 23,870.00 |
| 39.20 | Thermoplastic Pavement Marking (STOP Line) | LF | 1,750 | \$ 13.25 | \$ 23,187.50 |
| 39.30 | Thermoplastic Pavement Marking (Crosswalk Striping) | LF | 3,275 | \$ 23.25 | \$ 76,143.75 |
| 39.40 | Thermoplastic Pavement Marking (Turn Lane Arrow) | EA | 23 | \$ 227.00 | \$ 5,221.00 |
| 39.50 | Thermoplastic Pavement Marking (Channelization Striping) | SY | 31 | \$ 25.25 | \$ 782.75 |
| 39.60 | Thermoplastic Pavement Marking (RR Crossing Symbol) | EA | 3 | \$ 554.00 | \$ 1,662.00 |
| 39.70 | Thermoplastic Pavement Marking (Yield Line) | LF | 20 | \$ 21.00 | \$ 420.00 |
| 39.80 | Thermoplastic Pavement Marking (ONLY) | EA | 7 | \$ 210.00 | \$ 1,470.00 |
| 39.90 | Thermoplastic Pavement Marking (Shared Lane Symbols) | EA | 10 | \$ 363.10 | \$ 3,631.00 |
| 58.10 | Adjusting Manhole Frames (Full Depth Mill) | EA | 11 | \$ 300.00 | \$ 3,300.00 |
| 58.20 | Adjusting Manhole Frames (Adjustment Ring Only) | EA | 373 | \$ 200.00 | \$ 74,600.00 |
| 59.10 | Adjusting Valve Boxes (Full Depth Mill) | EA | 11 | \$ 131.00 | \$ 1,441.00 |
| 59.20 | Adjusting Valve Box | EA | 373 | \$ 95.00 | \$ 35,435.00 |
| 730-14.02 | Saw Slot | LF | 1,608 | \$ 11.00 | \$ 17,688.00 |
| 730.14.03 | Loop Wire | LF | 4,272 | \$ 4.00 | \$ 17,088.00 |
| TOTAL BID | | | | \$ | <u>4,994,000.00</u> |

TOTAL BID (In Words):

FOUR MILLION NINE HUNDRED NINETY-FOUR THOUSAND DOLLARS AND ZERO CENTS

In submitting this bid it is understood that the right is reserved by the City of Knoxville to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within fifteen (15) days after the contract is presented to him for signature.

Security of the sum of 5% of Bid Amount Dollars
(\$ 5% of Bid Amount), in the form of Bid Bond, is submitted herewith in accordance with the Specifications.

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project by November 30, 2025. Bidder further agrees to pay liquidated damages in the sum of one thousand dollars (\$1,000.00) for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

Communication No. 1 - 3/25/2025

The Bidder is prepared to submit a financial and experience statement upon request.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal. Also attached is a Statement of Bidder's Qualifications.

Date: APRIL 8, 2025 ROGERS GROUP, INC.
Name of Bidder

State License No: 1774

By



Tax ID Number: 35-1418333

Title **VICE PRESIDENT**

Official Address (including Zip Code):

**601 MARYVILLE PIKE,
KNOXVILLE, TN 37920**

Incorporated under the laws of the State of **INDIANA**



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Rogers Group, Inc.

As Principal, and Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto

City of Knoxville as Owner in the penal sum of

Five Percent (5%) of the Amount Bid***** for the payment of which, well

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 1st day of April, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Knoxville a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

2025 Resurfacing Phase II Project - Project No. 24W-P0761

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such extension.

IN WITNESS, THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Rogers Group, Inc.

_____(L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

By _____
Tina Foster, Attorney-In-Fact

SEAL



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Foster** of **KNOXVILLE, Tennessee**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **April**, 2025.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2023 goal is to conduct 4.3% of its business with minority-owned businesses, 10.3% of its business with woman-owned businesses, and 34.8% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors, who are bidding, proposing, or submitting statements of qualifications, report whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, **please fill out, sign, and submit (with your bid/proposal) the Subcontractor/Consultant statement included in the submission forms based on the following definitions:**

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MBE), women-owned (WBE), service-disabled veteran-owned (SDVBE), and small businesses (SBE), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business daily.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority Business Enterprise (MBE) is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman Business Enterprise (WBE) is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service-Disabled Veteran Owned Business Enterprise (SDVBE) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected, meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business Enterprise (SBE) is a continuing, independent, for-profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Persons with Disabilities Business Enterprise (PDBE) is business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one or more persons with a disability and whose management and daily business operations are under the control of one or more persons with a disability. "Person with a disability" means an individual who meets at least one of the following: (A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than 12 months; (B) Is eligible to received social security disability insurance (SSDI); or (C) Is eligible to received supplemental security income (SSI) and has a disability as defined in (A) above.

Submission Affidavits and Certifications

We ROGERS GROUP, INC
(Company Name)

do certify that on the
2025 RESURFACEING PHASE II PROJECT - 24W-P-0761
(Solicitation Title / Project Name)

we are in receipt of the following checked items and do hereby certify or affirm as follows:

☒ **SUBCONTRACTOR/CONSULTANT STATEMENT**

Please select one:

☐ **Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **percentage** of the amount that we plan to pay is:

_____%.

Total Estimated Percentage of Subcontracted Service

| Diversity Business Enterprise Utilization (See Section 7.4 for Classifications) | | | |
|---------------------------------------------------------------------------------|------------|-----------------------------------------------------|--------------------------|
| Description of Work/Project | Percentage | Diverse Classification (MBE, WBE, SBE, SDVBE, PDBE) | Name of Diverse Business |
| | | | |
| | | | |
| | | | |

☒ **Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract; work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

☐ **Option C: Intent to self-perform work as a Diversity Business Enterprise.**

We intend to self-perform 100% of the work required for the contract as a Diversity Business Enterprise.

☒ **NON-COLLUSION AFFIDAVIT**

- (1) Submitted qualifications is genuine and is not a collusive or sham submission;
- (2) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signatory, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit a collusive or sham submission in connection with the contract or agreement for which the attached qualifications has been submitted or to refrain from submitting qualifications 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 proposed price or the proposed price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (3) The scope of service outlined in the submission 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 signatory.

☒ **NO CONTACT / NO ADVOCACY AFFIDAVIT**

1. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated with any City of Knoxville representative concerning this Request for Qualifications is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens) or the listed point of contact. Any unauthorized contact may cause disqualification from this procurement transaction.
2. **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting qualifications for any part of this project, as well as those persons and/or companies representing submitting entities, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Engineering Department, or any other City staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "No advocating" policies may be subject to having their qualifications rejected from consideration.

☒ **DRUG-FREE WORKPLACE AFFIDAVIT**

The submitting firm has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

☒ **CHILD CRIME AFFIDAVIT**

The submitting firm agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the proposer to comply with this requirement is grounds for immediate termination of the Agreement.

☒ **IRAN DIVESTMENT ACT**

CERTIFICATION OF NONINCLUSION

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY12.04.23.pdf

By submission of this form, the submitting entity certifies that the above-named firm, under penalty of perjury to the best of its knowledge and belief, and any proposed suppliers are not on the list created pursuant to § 12-12-106.

☒ **NON-BOYCOTT OF ISRAEL**

For submissions with a total cost of \$250,000 or greater, the Signatory certifies that the submitting firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award.

State of TENNESSEE County of KNOX

Proposer's Name: ROGERS GROUP, INC.

being duly sworn, deposes, and says that:

They are a principal officer of ROGERS GROUP, INC, the firm submitting the attached qualifications, their title being VICE PRESIDENT, and has authority to affirm and/or certify the listed declarations.

Signed [Signature]

VICE PRESIDENT

Title

Subscribed and sworn to before me this 8th day of APRIL, 20 25

[Signature]
NOTARY PUBLIC

9-5-2027
My Commission expires

