

- w. A Resolution authorizing the Mayor to execute an agreement with Rummel, Klepper & Kahl, LLP (RK&K) to provide construction engineering and inspection services for the North Cherry Street Stormwater Improvements Project in an amount not to exceed \$168,840.00, funded with the American Rescue Plan Act grant.



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: May 27, 2025
DEPARTMENT: Engineering Department
DIRECTOR or DESIGNEE: Tom Clabo

AGENDA SUMMARY

A Resolution authorizing the Mayor to execute an agreement with Rummel, Klepper & Kahl, LLP (RK&K) to provide construction engineering and inspection services for the North Cherry Street Stormwater Improvements Project in an amount not to exceed \$168,840.00, funded with the American Rescue Plan Act grant.

COUNCIL DISTRICT(S) AFFECTED

4th

BACKGROUND

This project will provide for the replacement of about 1,000 linear feet of deteriorated corrugated metal pipe along North Cherry Street. This particular contract will cover the construction engineering and inspections services. The Engineering Department reviewed three proposals to a solicitation for letters of interest. RK&K was selected as the most qualified firm.

ESTIMATED PROJECT SCHEDULE

Construction is anticipated to start in July 2025 and be complete within 12 months from the issuance of the Notice to Proceed.

PRIOR ACTION/REVIEW

None

FISCAL INFORMATION

This project is funded through a grant by TDEC with ARPA funds. The local match is in the Capital Improvements Budget, Project ENG234315 - TDEC-ARP Cherry St Drainage Improvements

AIS Prepared By: Randall Whitehead - 215-4137

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RUMMEL, KLEPPER & KAHL, LLP TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE NORTH CHERRY STREET STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$168,840.00, FUNDED WITH THE AMERICAN RESCUE PLAN ACT GRANT.

RESOLUTION NO: _____

REQUESTED BY: Department of Engineering

PREPARED BY: Law

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, the Purchasing Agent for the City of Knoxville (the “City”) issued a notice to consultant engineers regarding a request for qualifications and letters of interest to provide construction engineering and inspection (CEI) services for the North Cherry Street Stormwater Improvements Project (the “Project”); and

WHEREAS, the Project consists of the replacement of about 1,000 linear feet of deteriorated corrugated metal pipe along North Cherry Street; and

WHEREAS, an evaluation committee reviewed the submissions and determined that Rummel, Klepper & Kahl, LLP (RK&K) was the most qualified firm, and after review of its

detailed scope of services and proposed fee, recommends the Project be awarded to RK&K;
and

WHEREAS, the City desires to enter into an agreement with RK&K to provide professional CEI services for the Project in an amount not to exceed One Hundred Sixty-Eight Thousand Eight Forty and 00/100 Dollars (\$168,840.00); and

WHEREAS, the Project is funded with the American Rescue Plan Act (ARPA) grant through the Tennessee Department of Environment and Conservation (TDEC).

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, in substantially the same form as the agreement attached hereto, with Rummel, Klepper & Kahl, LLP to provide professional CEI services for the North Cherry Street Stormwater Improvements Project, in an amount not to exceed One Hundred Sixty-Eight Thousand Eight Hundred Forty and 00/100 Dollars (\$168,840.00), funded with the ARPA grant.

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 Hatfield
Attorney
City of Knoxville

Contract No. C-25-0173

CONSULTANT AGREEMENT

This Agreement is made by and between the **City of Knoxville** (“City”), a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901, and **Rummel, Klepper & Kahl, LLP** (“Consultant”), a Maryland limited liability partnership licensed to do business in Tennessee with an office located at 900 E. Hill Avenue, Suite 280, Knoxville, Tennessee 37915.

WHEREAS, the City’s Purchasing Agent issued a notice to consultant engineers regarding a request for qualifications and letters of interest to provide construction engineering and inspection (CEI) services for the North Cherry Street Stormwater Improvements Project (the “Project”); and

WHEREAS, the Project consists of the replacement of about 1,000 linear feet of deteriorated corrugated metal pipe along North Cherry Street; and

WHEREAS, an evaluation committee reviewed the submissions and determined that Consultant was the most qualified firm, and after review of Consultant’s detailed scope of services and proposed fee, recommends the Project be awarded to Consultant; and

WHEREAS, the City desires to enter into an agreement with Consultant to provide professional CEI services for the Project in an amount not to exceed One Hundred Sixty-Eight Thousand Eight Hundred Forty and 00/100 Dollars (\$168,840.00); and

WHEREAS, Consultant has the necessary experience and qualifications to perform said work; and

WHEREAS, City Council by Resolution No. _____ on May 27, 2025, authorized the Mayor of the City of Knoxville to execute this Agreement on behalf of the City of Knoxville.

NOW, THEREFORE, the City of Knoxville and Consultant for the mutual promises and considerations herein agree as follows:

1. Scope of Professional Services. Consultant shall provide professional CEI services for the Project as set forth in the contract documents.

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

- (a) This Agreement; and
- (b) City's Request for Qualifications and Letters of Interest dated February 12, 2025, which includes federal requirements for projects fully or partially funded with federal funds, attached as Exhibit A; and
- (c) Consultant's Letter of Interest and Statement of Qualifications dated March 5, 2025, attached as Exhibit B; and
- (d) Consultant's Letter as to proposed scope and fee dated April 7, 2025, attached as Exhibit C.

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 Consultant shall control.

3. Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Consultant. If the City terminates this Agreement, and such termination is not a result of a default by Consultant, Consultant 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. Consultant acknowledges that time is of the essence and that the services, as described herein, will commence as soon as practical upon receiving notice that this Agreement

has been executed. Consultant shall perform the services with due and reasonable diligence and fully complete the services within 12 months from the issuance of the Notice to Proceed.

5. Contract Price.

- (a) The City shall pay to Consultant for the satisfactory performance of the engineering services under this Agreement according to the fee schedule attached as part of Exhibit C, provided, however, the total contract amount shall not exceed One Hundred Sixty Eight Thousand Eight Hundred Forty and 00/100 Dollars (\$168,840.00).
- (b) Consultant shall submit an invoice for engineering services performed for the City. The invoices shall be in a form approved by the City, shall indicate the time period during which the services were performed, and shall be signed to certify their accuracy.
- (c) The City will pay Consultant for the work satisfactorily performed within thirty (30) days of the receipt of an 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. The City shall advise Consultant in writing if any portion is disputed and will not withhold payment on undisputed portions of any invoice.

6. 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
powens@knoxvilletn.gov

Consultant:
Jeremiah Davis, PE, CPESC, PLSIT
Project Delivery Leader
Rummel, Klepper & Kahl, LLP
900 E. Hill Avenue, Suite 280
Knoxville, TN 37915
(865) 209-9486
jdavis@rkk.com

cc: David McGinley, P.E., Chief Stormwater Engineer
City of Knoxville Engineering Department, Stormwater Division
P. O. Box 1631
Knoxville, TN 37901
(865) 215-2148
dmcginley@knoxvilletn.gov

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.

7. Indemnification. Consultant shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to, court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) for losses caused in whole or in part by the negligent acts, errors, or omissions of Consultant in performance of this Agreement or from Consultant's failure to perform this Agreement using a due and reasonable standard of professional care and skill ("Indemnified Claim"), and except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Consultant shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the City. Consultant 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 Consultant may request. Consultant 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 an Indemnified Claim with counsel of its choice at its own expense.

Consultant shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City with respect to any Indemnified Claim.

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

8. Insurance. Consultant 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 Consultant 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, Consultant'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 Consultant'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) Professional Liability (including Errors & Omissions). Consultant shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance

of professional services under this contract with limits of \$2,000,000. If the coverage is written on a claims-made form:

- (1) The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
 - (2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.
 - (3) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
 - (4) A copy of the claims reporting requirements must be submitted to the City for review.
- (c) 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 Consultant.

- (d) Workers' Compensation Insurance. Consultant 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. Consultant 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 consultant's workers' compensation insurance coverage.
- (e) Other Insurance Requirements. Consultant 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 Law Director, City 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 Consultant cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Consultant 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 Consultant's insurance) in the same manner as specified for Consultant. Consultant 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 Consultant 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.

9. Non-Discrimination. Consultant:

- (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.

10. Ethical Standards. Consultant 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 associated therewith as an inducement for the award of a subcontract or order.

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

- (a) Representation of Consultant. 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.

(e) 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.

(f) 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.

11. ADA Compliance. With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., (“ADA”). Consultant 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 Consultant, its employees, agents or representatives which violates the ADA. Consultant agrees that the City will not be responsible for any costs or expenses arising from Consultant’s failure to comply with the ADA.

12. Independent Contractor. Consultant and its agents and employees will 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.

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

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

15. 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.

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

17. 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.

18. 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.

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

20. No Benefit for Third Parties. The services to be performed by the Consultant 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 Consultant's performance of its services hereunder, and no right to assert a claim against the City or the Consultant, its officers, employees, agents or contractors shall accrue to the Consultant 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 Consultant's services hereunder.

21. 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.

22. 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.

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

24. Governing Law. 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.

25. Entire Agreement. This Agreement forms the entire Agreement between the City and Consultant. 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 Consultant 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:

RUMMEL, KLEPPER & KAHL, LLP

BOYCE H. EVANS
FINANCE DIRECTOR

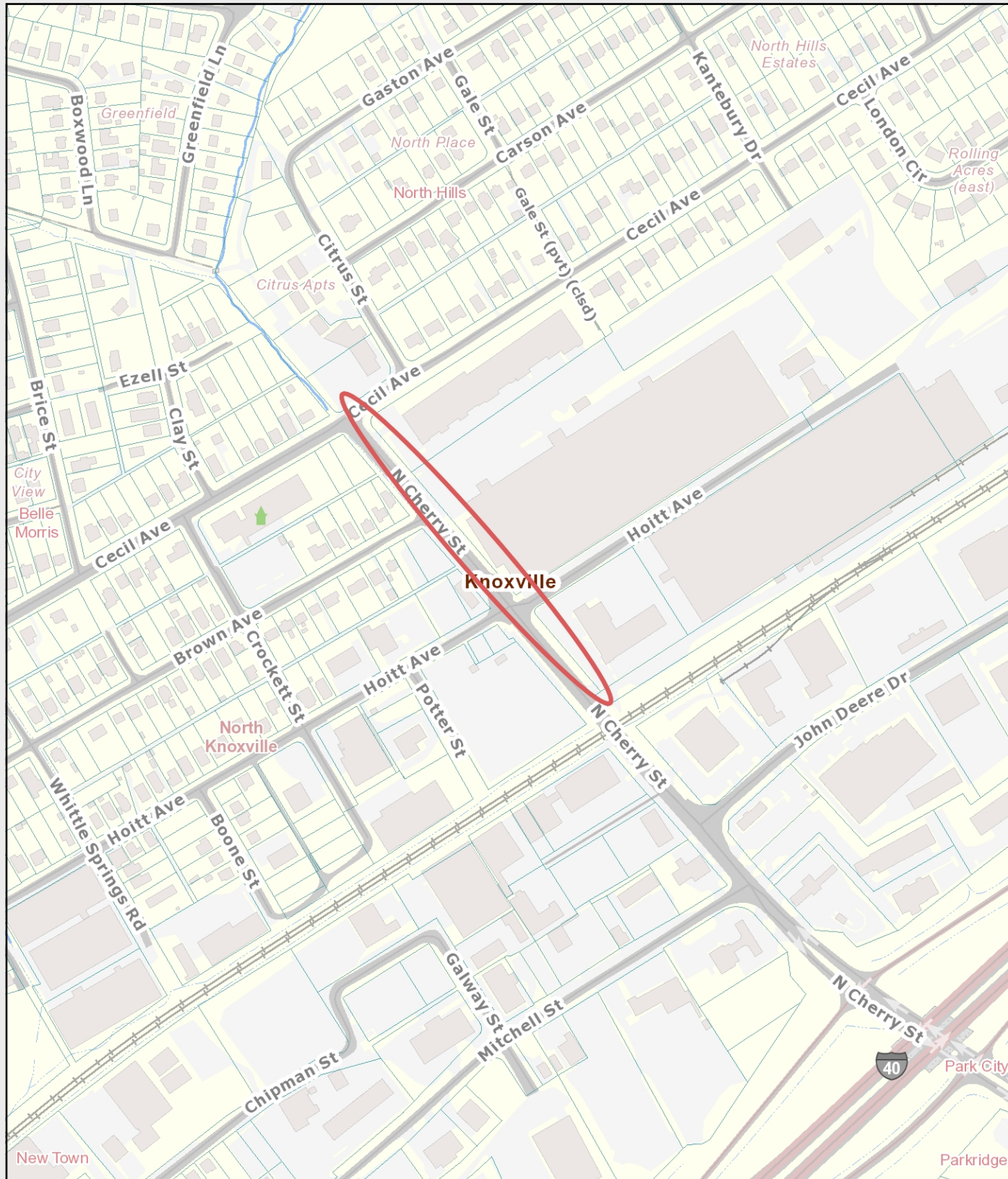
BY: _____

Printed Name

TITLE: _____

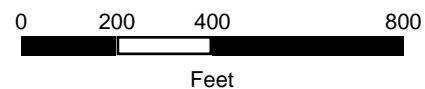
Required Documents:

Certificate of Insurance _____
Certificate of Professional Liability Insurance _____



N Cherry St. Drainage Improvements

Cecil Ave to RR Tracks



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NOTICE TO CONSULTANT ENGINEERS REGARDING A REQUEST FOR QUALIFICATIONS AND LETTERS OF INTEREST

February 12, 2025

The City of Knoxville, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of a professional consultant engineering firm to provide construction engineering and inspection (CEI) services for N. Cherry Street Stormwater Improvements Project.

Project Description:

This project will consist of the replacement of approximately 1000 linear feet of deteriorated large diameter corrugated arch pipe with a precast box culvert along the east side of North Cherry Street from Cecil Ave to the railroad crossing.

Required Scope of Services:

This scope of work will include monitoring and inspections of construction activities to ensure compliance with the design plans and specifications, any required materials testing, project record keeping, coordination between the contractor and city of Knoxville personnel, attendance of regular project update meetings, any erosion control inspections and reports required by permits, submission of a final report with all records, and tracking and verification of the following: project quantities, certified payroll reports, materials submittals, materials testing reports.

Schedule for Evaluation:

- **Question Deadline:** Prospective respondents may submit questions no later than February 26, 2025 at 4:30 p.m. Eastern Time. All questions must be e-mailed to Suzanne Daws at sdaws@knoxvilletn.gov
- **Due Date:** Letters of Interest are due on or before March 5, 2025 at 11:00:00 a.m. Eastern Time.
- **Final Selection:** The highest ranked firm will be chosen by March 12, 2025.

Firms may request consideration by submitting a letter of interest along with qualifications by one of the two options below. Each letter of interest must be submitted in accordance with the submitting instructions below. All letters of interest must be received on or before 11:00:00 a.m. Eastern Time Wednesday, March 5, 2025. The letter of interest and qualifications shall indicate the scope of services to be completed by any sub-consultants.

Evaluation Criteria:

The City of Knoxville will evaluate the firms on the following criteria (relative weight):

- **Firms Qualifications and Experience on Similar Contracts (30%):** The firm(s) involved should be able to cite projects of similar scope and size that have been successfully completed, and that have involved team members identified in the submittal in order to demonstrate success in project management. This includes evidence of good communication with all involved parties, a record of working successfully with clients and regulatory agencies, including permitting, use of creative problem solving, and the ability to manage staff, budgets, and timelines in order to meet project goals and minimize the necessity for project change orders.
- **Project Approach/Methodology (25%):** Describe in detail how this project will be approached. Describe any innovative or progressive approach that would be used in this project. Clearly show why the firm(s) should be superior to other proposing firms in the delivery of the scope of services.
- **Key Project Personal Qualifications & Experience (25%):** Respondents should clearly identify the principal-in-charge and include in that person's qualifications a description of project management expertise. Additionally, the names of persons, their respective titles/roles, appropriate certifications, vitae, and dedication of time should be provided for any team member playing a significant role in the project.
- **Firms Availability (20%):** List location of key staff and their ability to meet with City personnel or conduct site visits as required.

The consultant evaluation committee holds the ability to conduct interviews based on scoring if they deem further evaluation is required.

Instructions to Submitting Entities:

Proposals may be submitted electronically through the City's Procurement website, or by hard copy, delivered to the Purchasing Division. **Only one submission is required.**

1. Hard Copy Submission Instructions

Each submission delivered via hardcopy must be submitted in a sealed envelope, addressed to the City of Knoxville Purchasing Division, City/County Building, 400 Main Street, Room 667-674, Knoxville, Tennessee 37902. Each sealed envelope containing the LOI must be plainly marked on the outside as: "LOI - CEI Services for N. Cherry Street Stormwater Improvements Project."

2. Electronic Submission Instructions

Electronic submissions must be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** If submitting electronically, a paper bid is not required.

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" link
- Click the link titled "Click here to register as a City of Knoxville Vendor"
- Follow the prompts to complete online registration. There is no cost to register as a vendor with the City of Knoxville.
 - Note: An account activation email 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 the submission due date.

To submit electronic file:

- Visit the City's solicitation website at <https://www.bidnetdirect.com/tennessee/cityofknoxville>
- Select "LOI - CEI Services for N. Cherry Street Stormwater Improvements Project"
- Click "Place Bid" (located in the blue bar 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 - LOI CEI Services for N. Cherry Street Stormwater Improvements Project.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

Contract Requirements:

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

Contract Documents: The contract shall consist of (1) the RFQ; (2) the proposal submitted by the contractor to this RFQ; and (3) the contract. In the event of a discrepancy between the contract, the RFQ and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

Administration: The contract will be administered by the City of Knoxville's Engineering Department/Office.

Invoices: Invoices for services will be submitted to the City in accordance with the contract terms.

Independent Contractor: The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

Assignment: The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

Licenses: Before a contract is signed by the City, the submitting entity, if selected, must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

Insurance: When applicable and prior to the commencement of the contract, contractor must, 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. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

A. Commercial General 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:

- (a) 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 the 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.
- (b) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, 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.
- (c) 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. Professional Liability (including Errors & Omissions):** Contractor shall maintain professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this Agreement with limits equal to the general liability requirement but no less than \$2,000,000. Coverage for contingent bodily injury and property damage should be included or endorsed onto the policy.

E. Other Insurance Requirements:

Contractor shall:

- 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.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City 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 endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 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.
- 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.
- 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.
- 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 may require proof of financial ability as determined by the City.
- 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.
- 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 City. 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.

Ethical Standards: Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the 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. Section 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 of 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 member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any 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. Section 2-1049 - Receipt of Benefits from City Contracts by Council Members, 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 or 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. Section 2-1050 - Gratuities and Kickbacks Prohibited:

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 associated therewith as an inducement for the award of a subcontract or order.

D. Section 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.

E. Section 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.

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.

Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

Federal, State, and Local Requirements: Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

Safety and Protection: The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues and for assuring compliance as required by the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), and any other Regulatory Agency for the service.

The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA, and AHERA.

Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

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

- A. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
- B. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open 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.
- C. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"). The 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 the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.

Firms shall give consideration to:

- A. The inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.
- B. The use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

Subcontracts to the Agreement: 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.

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 the Agreement.

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

Severability: If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the 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.

No Benefit for Third Parties: The services to be performed by the Contractor pursuant to the 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 the 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.

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 the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

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.

Funding: The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

Indemnification and Hold Harmless: The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

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. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

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.

Termination: The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

By submitting a response to this solicitation, the submitting entity agrees to all terms and conditions established in this RFQ, including its contract requirements. Additionally, the submitting entity certifies receipt of, and compliance with, all submission affidavits and certifications.

Federal Funding Clauses:

This project is partially and/or fully funded with federal funds through Tennessee Department of Environment & Conservation (TDEC). The City of Knoxville and their Contractor(s) are required to follow the guidance of 2 CFR part 200, as applicable for procurement of services related to the performance of this contract. The following clauses hereby become a part of the resulting contract and must also be included in any subsequent subcontracts.

Note: The awarded Contractor will be required to sign a "Certification Regarding Lobbying" affidavit if the project cost is \$100,000 or more. Do **NOT** include pricing with submission; evaluations will be based on qualifications.

Termination: The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

Equal Employment Opportunity: During the performance of this contract, the contractor agrees as follows:

- 1) 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 this nondiscrimination clause.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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.

Age Discrimination Act of 1975: Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.).

American Indian Religious Freedom Act: Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the American Indian Religious Freedom Act (P.L. 95-341).

Americans with Disabilities Act: Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"). The 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 the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.

Civil Rights Act of 1964: Contractor must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.

Clean Air Act and Federal Water Pollution Control Act: The Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension:

- 1) 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).
- 2) 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. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - a) Debarred from participation in any federally assisted Award;
 - b) Suspended from participation in any federally assisted Award;
 - c) Proposed for debarment from participation in any federally assisted Award;
 - d) Declared ineligible to participate in any federally assisted Award;
 - e) Voluntarily excluded from participation in any federally assisted Award; or
 - f) Disqualified from participation in any federally assisted Award.
- 3) By signing and submitting its bid, proposal, or contract, the bidder, proposer, or contractor certifies as follows:
 - a) The certification in this clause is a material representation of fact relied upon by the City of Knoxville. If it is later determined by the City of Knoxville that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Knoxville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder, proposer, or awardee agrees to comply with the requirements of 2 CFR pt. 180 and 2 CFR pt. 3000 while this offer is valid and throughout the contract period. The bidder, proposer, or contractor further agrees to include a provision requiring such compliance in its resulting subcontracts or subrecipient agreements.

Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended): Contractors who apply or bid for an award of \$100,000 or more shall file the required Certification Regarding Lobbying. 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.

Recovered Materials: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2) Meeting contract performance requirements; or
- 3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video surveillance services or equipment: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;

- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Domestic Preferences for Procurements: To the greatest extent practicable under a Federal award, contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts or subawards. For the purposes of this clause:

- a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "
- b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c) For this infrastructure project, Contractor must implement and adhere to the Buy America preferences as set forth in [2 CFR part 184](#), requiring all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

Safe Operation of Motor Vehicles:

- 1) Seat belt use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.
- 2) Distracted driving – The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Submission Affidavits and Certifications

We _____
(Bidder/Proposer Company Name)

do certify that on the

(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 Subcontractor Service:

Diversity Business Enterprise Utilization			
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 proposal is genuine and is not a collusive or sham proposal;
- (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 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 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 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 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 by any proposer with any City of Knoxville representative concerning this proposal 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 the disqualification of the proposer from this procurement transaction
2. **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, 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, 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 proposal rejected from consideration.

☐ **DRUG-FREE WORKPLACE AFFIDAVIT**

Bidder 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.

☐ **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 proposer 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 proposed 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.

Notarization of Affidavits

In order for a submission to be considered for award, the following section must be notarized hereby certifying or affirming that the Bidder/Proposer is in receipt and has acknowledged each clause in the [Submission Affidavits and Certifications](#) section above. At the discretion of the City of Knoxville Purchasing Division, a submission that has not been notarized may be deemed non-responsive.

State of _____ County of _____

Proposer's Name: _____

Being duly sworn, deposes, and says that:

They are a principal officer of _____, the firm submitting the attached proposal, their title being _____, and has authority to affirm and/or certify the listed declarations.

Signature

Title

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

NOTARY PUBLIC

My Commission expires

March 5, 2025

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667-674
Knoxville, TN 37902

**POINT-OF-CONTACT**

Jeremiah Davis, PE, CPESC, PLSIT
jdavis@rkk.com | 865.209.9486

RE: Request for Qualifications, CEI Services for N. Cherry Street Stormwater Improvements

Dear Members of the Selection Committee:

Rummel, Klepper & Kahl, LLP (RK&K) is delighted to present our Letter of Interest and credentials in reply to the City of Knoxville's (the City) request. Recognizing the abundance of choices available for your project, we emphasize that by selecting the RK&K Team to deliver for construction engineering and inspection (CEI) services for the N. Cherry Street project, you engage a comprehensive engineering consulting firm with over a century of experience. Our history includes successful collaborations with local, state, and federal agencies, where we have consistently crafted innovative and sustainable solutions for diverse infrastructure challenges. Opting for our services grants you access to our extensive pool of 1,750+ resources, including our latest office conveniently located in the City.

Work Experience in the Required Disciplines with the City, TDOT, and Other Clients:

Nearly 40% of RK&K's operational focus is dedicated to CEI for transportation improvement projects. With decades of proven expertise, our firm has a track record of successfully delivering CEI services for project-specific contracts within and around the City's regional geographic area. Notable examples supporting the City include serving as the prime for the Rock Pointe development; acting as a subconsultant for the Cured-In-Place Pipe (CIPP) Stormwater Infrastructure Rehabilitation project; serving as a prime consultant for the City of Morristown Master Professional Services Agreement; and serving as a prime consultant for TDOT on both the Region 2 CEI on-call and the \$80M I-75 Interchange project in Chattanooga. Additionally, we have served as a subconsultant on various TDOT contracts across the state and collaborated with the Eastern Federal Lands on the \$31M Foothills Parkway project. Our involvement extends to the \$263M I-26 reconstruction in Asheville, among many other endeavors.

Experience of Proposed Team Assigned to the Project in the Required Disciplines:

We understand that this project will require a team capable of providing engineering inspection associated with the removal of 1,000 linear feet of corrugated metal pipe and the construction of new concrete box culvert along the east side of N. Cherry Street. Our team has not seen the plans for this project, but we have visited the site and we have provided a team experienced in traffic control, erosion control, sub-grade preparation, steel reinforcement inspection, concrete testing, utility coordination, and project stakeholder involvement. Our team will ensure all work is completed per the City's plans and specifications. Each team member is locally based from our Knoxville office. Project Manager, Jeremiah Davis, PE, CPESC, PLSIT, brings recent and relevant experience from the projects referenced above. A familiar face to the City, Senior Inspector Neal Engel contributes nearly 15 years of experience, including time as a City employee overseeing daily inspections for City-administered capital improvement projects. Quality Assurance Field Manager Derrick Queen, CMIT, will conduct quality control and assurance reviews throughout the contract, at no additional cost to the City. This team works closely together and contains the required experience and certifications to deliver this project.

To enhance our field services, RK&K will leverage the expertise of Engineering & Testing Solutions (ETS), a certified local Disadvantaged Business Enterprise (DBE). ETS will provide materials testing and laboratory services on an as-needed basis. This strategic approach serves as a cost-saving measure, ensuring the use of support staff only when required.

Relevant Licensures and Certifications:

RK&K has **UNLIMITED prequalification on file with TDOT, valid through January 12, 2026**. As summarized in the *Key Project Personnel Qualifications & Experience* section of this proposal, our team's certifications exceed those required in the scope of services and those necessary to administer and inspect all elements of work.

We are excited for the opportunity to continue serving the City as a prime consultant. Choosing the RK&K Team means securing not just a proficient and accessible CEI team, but also benefiting from local, dedicated management, inspection, and quality services.

Our team's undivided attention is solely devoted to the City, ensuring there are no distractions from other commitments within the City's work program. More information about our qualifications, availability, and approach is provided in the following pages. If you have any questions or need additional information, please do not hesitate to contact Jeremiah Davis at the phone number or email address provided above.

FIRM QUALIFICATIONS & EXPERIENCE ON SIMILAR CONTRACTS

What distinguishes us from other firms is our capability to oversee projects ranging from small assignments to mega-projects valued at \$2.5B. Our consistent success in all facets of project management is evident through our repeated selection to deliver CEI services for local, state, and federal clients. In Tennessee, we have progressively taken on greater responsibilities from TDOT. Initially engaged as a subconsultant on an on-call contract, we have advanced to the role of prime consultant on subsequent on-call projects. The same trajectory applies to our provision of project-specific CEI services, where we transitioned from a subconsultant to now serving as the prime consultant on a significant I-75 interchange project. Below is a sampling of experience on similar contracts.



CEI SERVICES FOR CURED-IN-PLACE PIPE (CIPP) STORMWATER INFRASTRUCTURE REHABILITATION |

CITY OF KNOXVILLE

RK&K served as a subconsultant, providing CEI services for this stormwater project consisting of 4,000 linear feet of damaged CIPP storm drain throughout the City. RK&K's inspectors provided daily oversight and reporting of contractor progress and payment tracking. RK&K's CEI staff worked daily with City's stormwater staff to ensure all construction, including traffic control measures during construction, was completed in accordance

with City standards and specifications.

Key team involved: Jeremiah Davis, Project/Contract Manager; Derrick Queen, QA/QC; Miriam Kronisch, Partner-in-Charge



CEI ON-CALL SERVICES | KNOX COUNTY

RK&K is the prime consultant, providing CEI inspection services, including density testing, concrete testing, traffic control, and stormwater, to ensure all work performed by various contractors conforms to Knox County and TDOT specifications. This effort includes recording all details/quantities in a daily inspection report; reviewing/approving pay applications, and performing all necessary environmental inspections. To date, RK&K has completed one intersection improvement project along Murphy Lane and multiple site project inspections.

Key team involved: Jeremiah Davis, Project Manager; Derrick Queen, QA/QC; Miriam Kronisch, Partner-in-Charge



ON-CALL CEI SERVICES, REGION 1 | TDOT

RK&K is serving as the prime consultant to provide project specific CEI services for the emergency re-build of two bridges located over the Nolichucky River. Both the SR-107 (Greene) and SR-81 (Washington) bridges are being inspected per TDOT specifications and requirements. RK&K is providing inspection services that include inspections of bridge and roadway features, cut/fill operations, stormwater installation, utility inspections, ADA compliance (sidewalk and driveways), erosion prevention and sediment control (EPSC), surveying, density testing, concrete testing, administrative assistance, and project management.

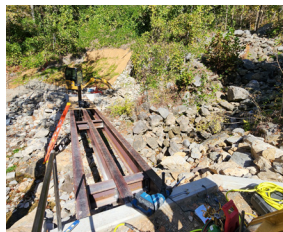
Key team involved: Jeremiah Davis, Project Manager; Neal Engel, Senior Inspector; Miriam Kronisch, Partner-in-Charge



ON-CALL CEI SERVICES, REGION 2 | TDOT

RK&K is providing CEI services **as the prime consultant** for this on-call contract, including inspections of roadway features, cut/fill operations, stormwater installation, utility inspections, ADA compliance (sidewalk and driveways), EPSC, surveying, density testing, concrete testing, administrative assistance, and project management. To date, RK&K has provided staff on 18 individual task orders and multiple projects throughout Region 2.

Key team involved: Jeremiah Davis, Project Manager; Derrick Queen, QA/QC; Miriam Kronisch, Partner-in-Charge



REPLACEMENT OF CUMBERLAND GAP CREEK WILDERNESS ROAD TRAIL BRIDGE | NATIONAL PARK SERVICE

The project consisted of the construction of a new pedestrian bridge and associated trail way within the Cumberland Gap National Historic Park. **As a subconsultant, RK&K** provided surveying, CEI services, materials testing and foundation engineering analysis, including establishing site control, limits of disturbance painted, excavations pinned for footing formwork, bridge approach grade stakes and handrail field survey for shop fabrications, final as-built, and testing and inspection of soils, concrete, and imported fill compaction.

Key team involved: Jeremiah Davis, Project Manager; Neal Engel, Senior Inspector; Miriam Kronisch, Partner-in-Charge

PROJECT APPROACH/METHODOLOGY

Our firm's approach and methodology was crafted by examining your advertisement to confirm that we possess the essential qualifications and experience required for the specified scope of services. Once this criterion was met, we proceeded to examine the plans and project site to enhance our understanding of the N. Cherry Street project. Armed with this knowledge, we then assembled a proficient team with the expertise necessary to execute the project and fulfill the outlined scope of services.

Should we have the privilege of being chosen, we will employ a comprehensive “in the box” strategy to execute effective performance management for our team and deliverables. This means we will rely on our “tried-and-true” approach to CEI services—using what works, while remaining open to innovations which increase efficiency and quality. This approach has yielded successful results for our teams and our clients for decades.

Innovation

RK&K is known for adopting cutting-edge technology to streamline CEI costs and optimize resources in comparable contracts. Specifically, in the role of Project Manager, Jeremiah Davis has been instrumental in introducing drone technology for monitoring and documenting erosion and sediment control. Our team has been successful in sharing these drone-captured images with regulatory agencies to substantiate project compliance. Likewise, with regard to maintenance of traffic (MOT) control, our team has employed drone technology imagery to effectively document MOT setups and validate pay quantities.

Furthermore, if the contractor chooses to implement GPS/Automated Machine Guidance systems on their equipment, RK&K's team has been successful using rovers for inspection purposes.

Progressive Cost Saving

RK&K places a strong emphasis on developing a highly-versatile, cross-trained team—ultimately translating into cost savings for your project. As an example, Jeremiah Davis can offer utility coordination to support Neal Engel. Additionally, Neal can handle the EPSC inspection, negating the necessity for additional personnel to perform this inspection throughout the project. ETS will be engaged as-needed, delivering materials and test support whenever contractor activities require additional CEI assistance.

Furthermore, **we will ensure proactive quality assurance through the expertise of Derrick Queen**, who serves as our Quality Assurance Field Manager. Derrick's primary role involves conducting quality control inspections of our personnel in alignment with contract policies, procedures, and specifications. He also performs quality assurance reviews of project documentation and deliverables necessary for payment and project closeout. This quality performance management, **provided at no cost to the City**, guarantees compliance with both the CEI and construction contract documents. Additionally, it allows Jeremiah and Neal to concentrate on their respective responsibilities and oversee the day-to-day project management.

RK&K's accumulated experience has demonstrated that employing an “in the box” approach allows us to effectively leverage our construction management tools, ensuring the construction of a high-quality project within the specified time frame and in adherence to the contract documents. This approach further allows us to introduce innovation and progressive ideas—in alignment with the project's requirements—to meet the expectations of the City.





KEY PROJECT PERSONNEL QUALIFICATIONS & EXPERIENCE

RK&K is a comprehensive engineering consulting firm with over a century of experience. Our contract management team is both TDOT local programs certified and experienced in the successful delivery of similar projects in the Knoxville, Nashville, and Chattanooga areas.



MIRIAM "MIMI" KRONISCH, PE, CCM | PRINCIPAL-IN-CHARGE | AS NEEDED

As one of RK&K's Partners, Mimi is responsible for oversight of the firm's CEI assignments in Tennessee. She also provides strategic direction, resource allocation support, and quality control. Mimi brings more than 28 years of experience in the CEI industry, including extensive project management experience for major transportation projects throughout the Southeast and mid-Atlantic. She began her career working for a heavy civil contractor, managing roadway and bridge construction projects.

Certifications: Professional Engineer: TN (#121947), Certified Construction Manager



JEREMIAH DAVIS, PE, CPESC, PLSIT | PROJECT MANAGER | 50%

Project Manager Jeremiah has administered infrastructure improvement projects totaling more than \$250M in eastern Tennessee. His responsibilities have included a wide range of engineering assignments from survey, design, and construction management on federal, state, municipal, and commercial projects. Serving as the City's primary point of contact, he will be the conduit for company and team resources, ensuring adequate project staffing, training, delivery of all other scope of service items, and other administrative services for the contract, including invoicing, vehicles, equipment, supplies, and incidentals. He will also coordinate with the City and contractor to focus on the daily workflow decisions for the project.

Certifications: Professional Engineer: TN (#113334); 10-Hour OSHA; TDEC Level 1; TDEC Level 2; Primavera P6; Concrete Field/ACI Grade 1; Work Zone Traffic Control/Flagging; CEI Level 2 Local Programs Training; Local Government Guidelines Manual and ROW Training; and Certified Project Management Professional.



NEAL ENGEL | SENIOR INSPECTOR | 100%

Neal will serve as the senior inspector for this project, conducting daily inspections and documenting all project-related activities. He brings valuable expertise to the City. Previously, he served the City for seven years as a civil engineering technician, overseeing daily inspections for city-administered capital improvement projects. In this role, Neal ensured compliance with City standards and expectations, as well as meeting all relevant specifications and standards.

Certifications: 10-Hour OSHA Construction Safety; TDEC Level 2; HMA Certified Roadway Inspector; Asphalt Plant; Concrete Field/ACI Grade 1; Hazardous Materials; Work Zone Traffic Control/Flagging; and Soils and Aggregate.



DERRICK QUEEN | QUALITY ASSURANCE FIELD MANAGER | 25%

Derrick holds the Construction Manager In-Training (CMIT) designation from the Construction Management Association of America and brings over 18 years of CEI expertise on hundred-million dollar interstate projects, as well as those similar to this project. His job is to serve as quality assurance field manager overseeing our team's field performance. He will serve as more of a mentor than a manager, ensuring consistency during construction and ensuring that the project is delivered in compliance with the applicable contract documents.

Certifications: 10-Hour OSHA Construction Safety; TDEC Level 1; HMA Certified Roadway Inspector; Asphalt Plant; Concrete Field/ACI Grade 1; Hazardous Materials; Work Zone Traffic Control/Flagging; and Soils and Aggregate.



CONSTRUCTION MATERIALS TESTING/LAB (ETS) | ON-CALL

ETS, a local DBE-certified firm, provides geotechnical and construction testing services to the greater Knoxville area and the surrounding region. They are staffed with experienced licensed professional engineers, drillers and engineering technicians. With offices in Knoxville and Sevierville, their service area includes East Tennessee and the

surrounding states. ETS has teamed with RK&K on multiple projects within Tennessee, and they offer the City a dependable, cost effective, and local testing firm who is familiar with the City’s testing requirements.

FIRM’S AVAILABILITY

RK&K’s workload in Tennessee is not taxed, which means the firm and proposed staff are available for immediate assignment through project completion. They are able to meet with City personnel or conduct site visits as required.

Staff	Location	Availability/Dedication to this Project
Jeremiah Davis, PE, CPESC, PLSIT	Knoxville, TN	50%
Neal Engel	Knoxville, TN	100%
Derrick Queen	Knoxville, TN	25%
Miriam “Mimi” Kronisch, PE, CCM	Fairfax, VA	As Needed

WHY RK&K?
RK&K IS THE IDEAL CEI TEAM FOR SEVERAL
KEY REASONS:

- **Unmatched Work Experience:** We have seasoned leadership with significant CEI experience in the City and throughout Tennessee.
- **Local Office:** We opened a Knoxville office in 2023, proving our dedication to the betterment of the City.
- **Local Team:** Our local staff and resources are currently available to work in conjunction with City inspection staff—including our 100% dedicated Senior Inspector Neal Engel.
- **Progressive QA/QC:** Our Quality Assurance Field Manager Derrick Queen will ensure high-quality CM/CEI services on this project are met.
- **Progressive Cost Control:** We are utilizing ETS materials testing and laboratory services on an as-needed basis. This strategic approach serves as a cost-saving measure, ensuring the use of support staff only when required.



Respectfully Submitted,

Rummel, Klepper & Kahl, LLP (RK&K)

Jeremiah Davis, PE, CPESC, PLSIT
Project Manager

Submission Affidavits and Certifications

We Rummel, Klepper & Kahl, LLP
(Bidder/Proposer Company Name)

do certify that on the

CEI Services for N. Cherry Street Stormwater Improvements
(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:

5 %

Total Estimated Percentage of Subcontractor Service:

Diversity Business Enterprise Utilization			
Description of Work/Project	Percentage	Diverse Classification (MBE, WBE, SBE, SDVBE, PDBE)	Name of Diverse Business
Materials Test/ Lab	5%	DBE/SWaM	Engineering and Testing Services, Inc.

☐ **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.

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- (1) Submitted proposal is genuine and is not a collusive or sham proposal;
- (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 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 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 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 signatory.

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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](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 proposer 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 proposed 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.

Notarization of Affidavits

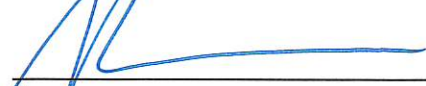
In order for a submission to be considered for award, the following section must be notarized hereby certifying or affirming that the Bidder/Proposer is in receipt and has acknowledged each clause in the [Submission Affidavits and Certifications](#) section above. At the discretion of the City of Knoxville Purchasing Division, a submission that has not been notarized may be deemed non-responsive.

State of Maryland County of Baltimore

Proposer's Name: Rummel, Klepper & Kahl, LLP

Being duly sworn, deposes, and says that:

They are a principal officer of Rummel, Klepper & Kahl, LLP, the firm submitting the attached proposal, their title being Miriam Kronisch, PE, CCM, Partner, and has authority to affirm and/or certify the listed declarations.




Signature

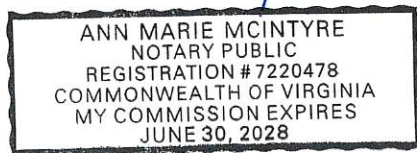
Partner

Title

Subscribed and sworn to before me this 20 day of February, 2025.

 JUNE 30, 2028

NOTARY PUBLIC My Commission expires



April 7, 2025

Mr. Randall Whitehead, PE
Stormwater Engineer
City of Knoxville, Department of Stormwater Engineering
400 Main Street, Suite 475
P.O. Box 1631
Knoxville, TN 37901
Project: TDEC ARPA Project # SW PDC-03

Mr. Whitehead:

RK&K is pleased to submit this fee proposal to provide construction engineering inspection (CEI) services and support services for the North Cherry Street Stormwater Improvements project (TDEC ARPA Project Number SW PDC-03), outlined in the Request for Qualifications dated February 12th, 2025. Upon our project scoping discussion on 4/2/25, we have provided the attached breakdown of work associated with this project.

RK&K will provide (CEI) services for the replacement of a portion of existing drainage system with a precast box culvert and restoration of adjacent infrastructure to include sidewalks and roadway. Services are based on a full-time basis. RK&K will perform these services for an amount not to exceed \$168,840.00. **This estimate is based on construction taking 160-working days to complete, with an estimated end date of Spring 2026.** Our estimate proposal includes services outlined withing this submittal.

If you have any questions or need any additional information, contact me at (865) 209-9486 or email at jdavis@rkk.com.

Sincerely,
Rummel, Klepper & Kahl, LLP

Jeremiah Davis

Jeremiah Davis, PE
Project Delivery Leader

Digitally signed by Jeremiah Davis
DN: E=jdavis@rkk.com, CN=Jeremiah
Davis, OU=Internal, OU=UserAccounts,
DC=ad, DC=rkk, DC=com
Date: 2025.05.06 15:35:47-04'00'

Enclosure

Exhibits A (Scope of Work), B (Fee Estimate), C (Project Location)

cc: George Escojido, CCM



Exhibit A (Scope of Work)

I. PROJECT DESCRIPTION

Rummel, Klepper & Kahl, LLP (RK&K) will provide construction engineering inspection services for the construction of the new drainage system and associated infrastructure (A.).

A. Replacement of 1000 linear feet of deteriorated large diameter corrugated arch pipe with a precast box culvert along the East side of North Cherry Street.

II. GENERAL REQUIREMENTS

A. This task order will enable RK&K to provide construction engineering inspection services required to complete construction outlined within the Project plans and specification dated September 2024 and approved by the City of Knoxville. RK&K will provide the following:

- a. Qualified/Experienced CEI staff
- b. Photograph Documentation
- c. Daily Contractor Reports
- d. Review/acceptance of construction materials
- e. Final/Progress Estimate(s)

B. RK&K will coordinate construction activities to the affected public agencies, property owners, private and public utility companies, and all developers/engineers affected by the project, as well as the City of Knoxville.

C. RK&K will be available, with no more than a five (5) workday notice, to attend meetings or make presentations at the request of the City of Knoxville. The team will be responsible for preparation and reproduction of minutes and other records of all such meetings.

D. Copies of all written correspondence between RK&K and any party pertaining specifically to the construction of this project shall be provided to the City of Knoxville for its records within one (1) week of the receipt or sending of such correspondence.

E. Within ten (10) days of the Notice-to-Proceed, RK&K will schedule a kickoff call with the City to discuss the project in detail, identify issues and concerns of the City, review City design requirements, and identify project milestones.

III. SCOPE OF SERVICES

RK&K's team will provide construction engineering inspection services, (based on 32 Week Contractor Schedule to complete) through the following tasks:

- | | |
|--|--|
| 1. Pre-Construction Meeting | 4. Construction Daily Work Reports |
| 2. Material Testing | 5. Progress/Final Estimate(s) |
| 3. Roadway Construction (Grading, Paving, Sidewalks, and Drainage) | 6. Project Closeout (Final Inspection) |

IV. SERVICES Not Included

The following services have not been included in the scope or fee estimate based on our project understanding and review of the project site. If required, these can be provided as additional scope items and fee.

1. NEPA/Environmental services
2. Survey
3. Utility locates or relocation design



4. Welding or Specialty Inspection Services not outlined within Plans and Specifications

Exhibit B (Fee Estimate)

<div>RK&K</div>					
Classification	Hours per week		Rate per hr.		Cost
Full-Time CEI Services	40	x	\$98.00		\$3,920.00
Project Management	5	x	\$215.00		\$1,075.00
			Duration (Weeks)		\$4,995.00
					32
Labor Total					\$159,840.00
Associated Costs	Units		Rate		Cost
Daily Truck Charge (based on 32 weeks)	Days				
	160	x	\$50 per day		\$8,000.00
Engineering Testing Solutions, Inc. (subconsultant)	Each				
	1	x	\$1000		\$1,000.00
Expenses Total					\$9,000.00
Total Construction Inspection Services (not to exceed)					\$168,840.00

Exhibit C (Project Location- 1700-1900 North Cherry Street)

