

- v. A Resolution authorizing the Mayor to execute an agreement with Consor Engineers, LLC to provide construction engineering and inspection services for the Baum Drive Stormwater Improvements Project in an amount not to exceed \$161,815.00, 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 Consor Engineers, LLC to provide construction engineering and inspection services for the Baum Drive Stormwater Improvements Project in an amount not to exceed \$161,815.00, funded with the American Rescue Plan Act grant.

COUNCIL DISTRICT(S) AFFECTED

2nd

BACKGROUND

This project will provide for the installation of two rain gardens and approximately 850 linear feet of new storm pipe to improve drainage conditions on Erin Drive and Baum Drive. This particular contract will cover the third-party construction engineering and inspections services. The Engineering Department reviewed two proposal responses to a solicitation for letters of interest. Consor Engineers, LLC 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 ENG234317 - TDEC-ARP Baum Drive Drainage

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 CONSOR ENGINEERS, LLC TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE BAUM DRIVE STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$161,815.00, 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 Baum Drive Stormwater Improvements Project (the “Project”); and

WHEREAS, the Project consists of the installation of two rain gardens and approximately 850 linear feet of new storm pipe to improve drainage conditions on Erin Drive and Baum Drive; and

WHEREAS, an evaluation committee reviewed the submissions and determined that Consor Engineers, LLC was the most qualified firm, and after review of its detailed scope of

services and proposed fee, recommends the Project be awarded to Consor Engineers, LLC;
and

WHEREAS, the City desires to enter into an agreement with Consor Engineers, LLC to provide professional CEI services for the Project in an amount not to exceed One Hundred Sixty-One Thousand Eight Hundred Fifteen and 00/100 Dollars (\$161,815.00);
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 Consor Engineers, LLC to provide professional CEI services for the Baum Drive Stormwater Improvements Project, in an amount not to exceed One Hundred Sixty-One Thousand Eight Hundred Fifteen and 00/100 Dollars (\$161,815.00), 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-25-0172

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 **Consor Engineers, LLC** (“Consultant”), a Florida limited liability company licensed to do business in Tennessee with an office located at 4315 Kingston Pike, Suite 210, Knoxville, Tennessee 37919.

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 Baum Drive Stormwater Improvements Project (the “Project”); and

WHEREAS, the Project consists of the installation of two rain gardens and approximately 850 linear feet of new storm pipe to improve drainage conditions on Erin Drive and Baum Drive; 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-One Thousand Eight Hundred Fifteen and 00/100 Dollars (\$161,815.00); 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 26, 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 19, 2025, attached as Exhibit B; and
- (d) Consultant's Letter as to proposed scope and fee dated May 8, 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 One Thousand Eight Hundred Fifteen and 00/100 Dollars (\$161,815.00).
- (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:

Jennifer E. Stone, PE, CPESC
Vice President/Area Principal Construction Management
Consort Engineers, LLC
4315 Kingston Pike, Suite 210
Knoxville, TN 37919
(865) 406-4183
Jennifer.Stone@consoreng.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:

CONSOR ENGINEERS, LLC

BOYCE H. EVANS
FINANCE DIRECTOR

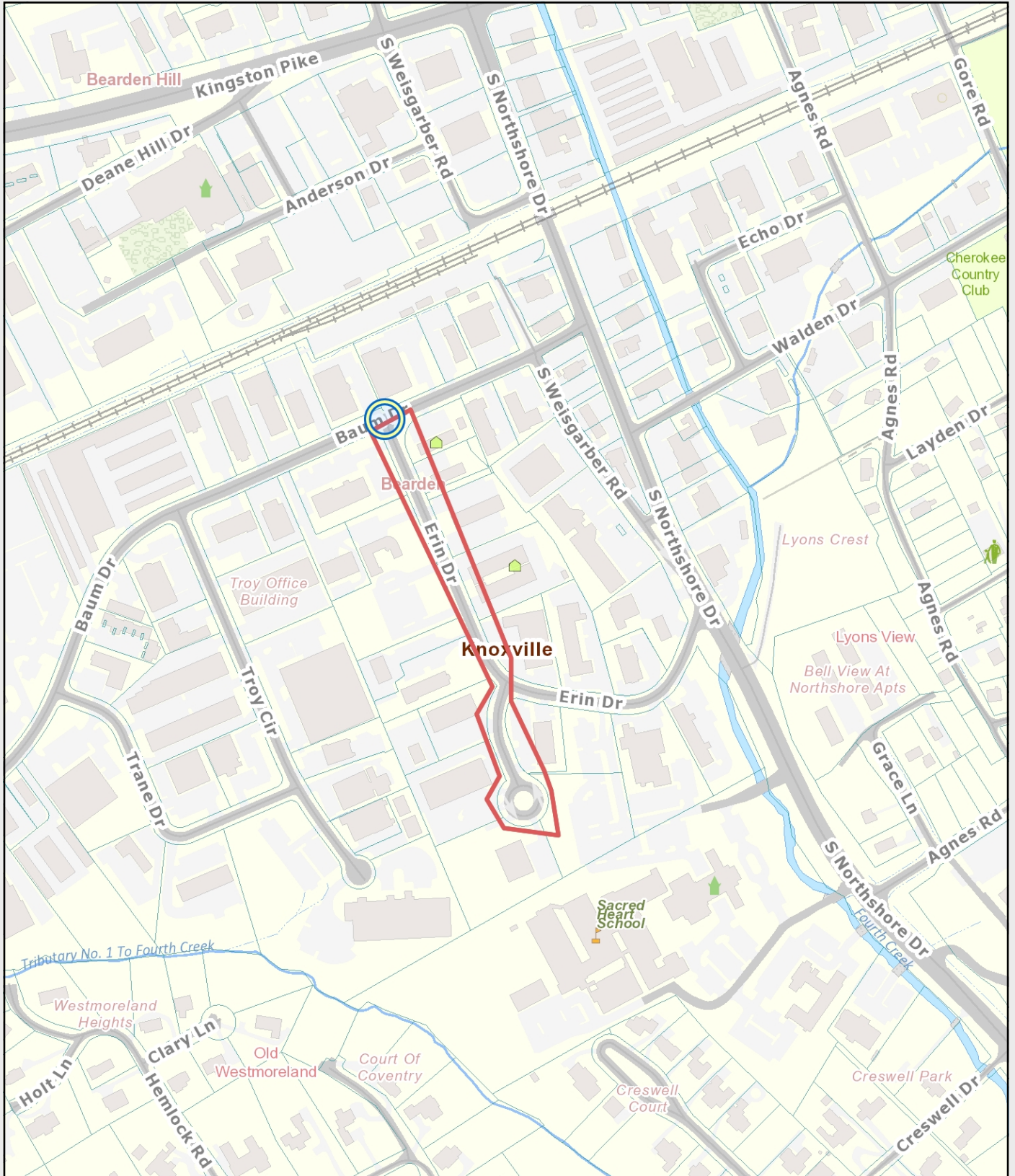
BY: _____

Printed Name

TITLE: _____

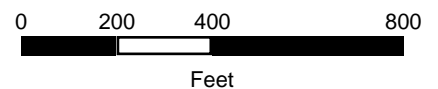
Required Documents:

Certificate of Insurance _____
Certificate of Professional Liability Insurance _____



Baum Drive Stormwater Improvements

Project Location



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

February 26, 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 Baum Drive Stormwater Improvements Project.

Project Description:

This project will consist of the installation of a new storm system along Erin Drive and Baum Drive consisting of approximately 850 linear feet of reinforced concrete pipe with several drainage structures. There will also be a two raingarden installations and tree plantings on Bearden Park Circle.

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 March 12, 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 19, 2025 at 11:00:00 a.m. Eastern Time.
- **Final Selection:** The highest ranked firm will be chosen by March 26, 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 19, 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 Baum Drive 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 Baum Drive 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 Baum Drive 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



CITY OF KNOXVILLE

Construction Engineering and Inspection Services for Baum Drive Stormwater Improvements

March 19, 2025

PREPARED FOR:

City of Knoxville Purchasing Division

400 Main Street
Room 667-674
Knoxville, TN 37902

PREPARED BY:

Consor Engineers

Point of Contact: Jennifer Stone, PE
4315 Kingston Pike, Suite 210
Knoxville, TN 37919
P: 865.406.4183
E: Jennifer.Stone@consoreng.com

March 19, 2025

City of Knoxville Purchasing Division

400 Main Street
Room 667-674
Knoxville, TN 37902

RE: Letter of Interest (LOI) and Statement of Qualifications to Provide CEI Services for the Baum Drive Stormwater Improvements Project

Dear Selection Committee Members,

Consor Engineers, LLC (Consor) appreciates the opportunity to submit our LOI and statement of qualifications for consideration for the City of Knoxville's (City's) Baum Drive stormwater improvements CEI contract.

FIRM QUALIFICATIONS AND EXPERIENCE ON SIMILAR CONTRACTS

Consor provides full-service construction management for water resources projects, and takes great pride in providing optimal value in the delivery of our client's investments. Our range of services includes project management, contract administration, cost control, stakeholder coordination, quality management, on-site inspection, schedule management, contract close-out, and materials evaluation as needed for proposed design, construction, and repair projects. Consor's construction experts seamlessly integrate into any team to successfully construct critical water infrastructure projects on schedule and in budget.



Our staff is well-versed in managing similar projects for our East Tennessee clients. We were pleased to assist the City's Stormwater Division with plans review services in 2023 and 2024.

Our proposed staff—Jennifer Stone, PE, Crystal Myers, and Dustin Levinsky—have provided comprehensive and skilled CEI services to the City (while with previous employers) on the following projects:

- Knox Blount Greenway Phase 1
- Dale Avenue Streetscapes
- North Central Streetscapes
- Rivers Edge
- City South Streetscapes

While delivering these projects for the City, our proposed team members demonstrated effective communication between the City, contractor, and involved stakeholders. They coordinated unplanned environmental sampling when the contractor encountered railroad ties while excavating on Dale Avenue and when impacted soils were found during pipe trench excavation on Rivers Edge. For each of these tasks, our proposed project manager, Jennifer Stone, PE, coordinated all permitting needs with the regulatory agencies and landfill to expedite the handling process and minimize schedule impacts. **These projects were completed within the approved CEI budgets and timelines, showcasing the responsibility of our project manager and staff in managing City dollars and objectives.**

FIRM QUALIFICATIONS AND EXPERIENCE ON SIMILAR CONTRACTS (CONTINUED)

Conсор is a trusted partner to TDOT and other Tennessee municipalities for similar work. We have supported a wide range of TDOT projects across Regions 1 and 2, ranging in size from \$15k to \$2.5M with construction costs reaching up to \$185M. A few examples of our firm's relevant experience include:

- Alcoa Highway from Woodson Drive to Cherokee Trail
- SR 28 from North of I-40 to Potato Farm Road
- I-40 Bridges over Daddy's Creek
- Multiple work orders to provide erosion prevention and sediment control (EPSC) inspection
- Maintenance inspection work orders



E. Marthona Stormwater Improvements, Nashville, TN

Metro Nashville and the Nashville Department of Transportation (NDOT) relies on Conсор to assist with managing their stormwater program, design solutions for problem areas, and oversee the construction of remedial designs. Our work has included correcting drainage issues, assisting with runoff reduction and green infrastructure designs, and restoring natural habitats where possible.

Conсор managed the North St. Elmo project for the City of Chattanooga under our Resident Project Representative contract. The project addressed flooding issues affecting numerous properties in the St. Elmo neighborhood. It received several awards for its design and

construction, which minimized impacts on community homes, businesses, and traffic. Property owners praised our approach to successfully restore the neighborhood and eliminate flooding without disrupting daily life.

The Conсор team has extensive experience managing projects of this size and nature. The City can trust that, with our experience, we are able to scale our resources to meet this project's needs and budget while providing exceptional service throughout construction. We have included relevant project descriptions at the end of this letter for your reference.

PROJECT APPROACH AND METHODOLOGY

This project will be managed by our local Knoxville CEI team. **Jennifer Stone, PE**, will lead the team. She is supported by **Crystal Myers** for document and records management, as well as **Dustin Levinsky** for daily inspection and field testing services. All team members have substantial related experience, including experience with City construction projects. **Aaron Shealy**, **Marco Citarella**, and **Mark Lee, RLS**, are available for field support and ready to assist as needed.

STORM DRAIN AND GREEN INFRASTRUCTURE INSTALLATION

We understand this project involves installing 850 ft. of new storm drain, two rain gardens, and tree plantings along Erin and Baum Drive. The project is located in a highly developed urban area. Our team will collaborate closely with the contractor to ensure a safe and accessible work zone for pedestrians and traffic. Jennifer and Aaron will coordinate with the affected business owners in advance to schedule and implement the work in the least disruptive manner possible.

SITE PREPARATION AND QUALITY CONTROL

Our team has successfully completed numerous projects in similar conditions, including storm drain installation, rain gardens, green infrastructure structural control measures, and landscaping. We will proactively collaborate with the contractor to verify design assumptions, as needed, and coordinate site preparation before construction begins. Additionally, we will work with the contractor to confirm utility locations prior to excavation. Dustin will oversee all construction activities, test materials used in construction, and promptly report any issues. Any laboratory testing (e.g., concrete compressive strength specimens) will be subcontracted to Engineering & Testing Solutions, LLC (ETS) at their local laboratory. ETS, a DBE firm, is a trusted local and accredited testing provider.

PROJECT APPROACH AND METHODOLOGY (CONTINUED)

CONSTRUCTION COMPLIANCE

All field activities, observations, and test results will be documented on our established forms and provided to the City upon project completion. We will measure the quantities of work installed and prepare or verify the monthly contractor pay estimates. If there are any changes to the work, we will coordinate negotiations with the contractor and prepare the change order for the City's review and processing. Biweekly progress meetings will be held to keep the City, contractor, and other stakeholder informed and ensure that field or design issues are addressed promptly. Dustin will conduct regular EPSC inspections to verify compliance with project permit requirements and ensure proper site containment.

KEY PROJECT PERSONNEL QUALIFICATIONS AND EXPERIENCE



JENNIFER STONE, PE | *Project Manager*

Experience: 27 years | **Professional Engineer:** TN #108717

Education: MS, Civil Engineering and Public Works, University of Tennessee;
BS, Civil Engineering, University of Tennessee | **Availability:** 50%

With more than two decades of experience providing quality CEI oversight, Jennifer—Consor's Tennessee Area Principal—will serve as the project manager. Prior to joining Consor, Jennifer managed projects and staff in a TDOT Region 1 construction field office for nearly nine years, overseeing numerous projects (including new railroad crossing installations and upgrades) and the Region's CEI program. In 2007, she transitioned to the private sector, where she has continued to provide quality CEI oversight on TDOT and municipal projects.

Jennifer was selected for this project because of her expertise in managing streambank stabilization and mitigation projects, coordinating multiple project contributors, communicating project information, and managing complex projects. She has served as project manager on several City projects, including the Knox Blount Greenway, North Central Streetscapes, the Rivers Edge and City South Streetscapes in South Knoxville, and the Dale Avenue/Sansom Sports Complex near the UTK campus. Jennifer excels at aligning plans, specifications, City standards, and TDOT requirements to effectively communicate expectations to the Contractor. Jennifer also has experience in working on ARPA-funded projects.



CRYSTAL MYERS | *Project Records/Administrative Support*

Experience: 20 years | **Education:** BBA, Business Administration Management, National College of Business and Technology | **Certification:** TDOT Local Programs CEI Level 2

Availability: 50%

Crystal has 20 years of experience in records management for TDOT and ARPA-funded projects, including training on one of TDOT's largest projects. She has supported Jennifer on various initiatives and is a trusted resource for municipal clients seeking guidance on local programs, ARRA, and special requirements. Crystal continues to assist TDOT and municipalities by training office staff. She handles project documentation, verifies compliance with certifications and payrolls, prepares pay estimates, and organizes project records, ensuring both original and electronic copies are accessible.

KEY PROJECT PERSONNEL QUALIFICATIONS AND EXPERIENCE (CONTINUED)



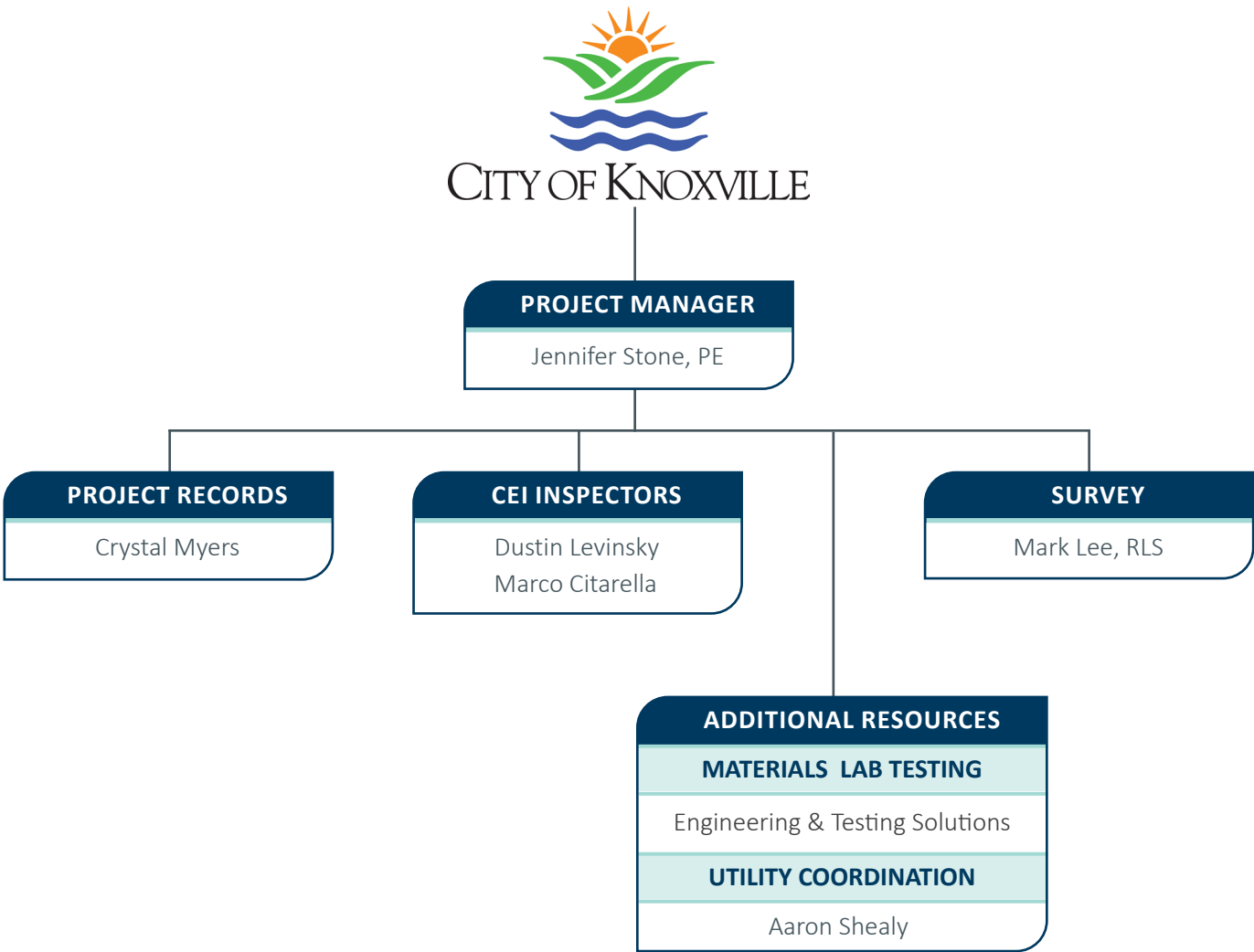
DUSTIN LEVINSKY | *CEI Inspector*

Experience: 8 years | **Certification:** TDEC Level 1; TDOT Aggregate Technician (*pending*); TDOT Concrete Field Technician/ACI Grade 1 (*pending*); TDOT HMA Inspector (*pending*); OSHA-10 Hour
Availability: 100%

With more than eight years of experience providing quality inspection and field testing technician services, Dustin has built a strong professional rapport with every client he works with. He served as a CEI inspector on the City of Knoxville’s North Central Streetscapes project, and is currently providing CEI services for grading and storm drain installations on a major TDOT project: SR 28 from North of I-40 to Potato Farm Road.

At the end of this letter, we have included one-page resumes for Jennifer, Crystal, and Dustin, who have worked together for more than 12 years on various TDOT and East Tennessee municipal projects. They are supported by Aaron Shealy for utility coordination, Marco Citarella for inspection support, and Mark Lee, RLS, for survey needs.

ORGANIZATIONAL CHART



FIRM AVAILABILITY

Jennifer supports TDOT on the Alcoa Highway at Cherokee Trail project on a part-time basis. We estimate her time commitment for the Baum Drive Stormwater Improvements project to be 50% of her time on average; however, she will be available as needed to ensure the project’s success. Jennifer is supported by Aaron, who is also available as needed, with flexible work assignments to support the project. Crystal supports TDOT with their documentation needs, dedicating 50% of her time to that role. She is available for the remaining 50% of her time, and we estimate that this project will require 10% of her time.

Project Team Member, Role	Location
Jennifer Stone, PE, <i>Project Manager</i>	Knoxville, TN
Crystal Myers, <i>Project Records/Admin.</i>	Knoxville, TN
Dustin Levinsky, <i>CEI Inspector</i>	Knoxville, TN
Marco Citarella, <i>CEI Inspector</i>	Knoxville, TN
Mark Lee, RLS, <i>Surveyor</i>	Brentwood, TN
Aaron Shealy, <i>Utility Coordinator</i>	Knoxville, TN

Dustin is 100% available to serve the City in a full-time capacity at this project’s start, or to the extent required by field activities. We anticipate a variable need—part-time for much of the construction schedule and full-time during key work activities. We have the flexibility to adjust Dustin’s time commitment as necessary to support the project. Marco is currently supporting other area municipal construction projects but is available as needed for this project. Mark is available to provide survey support as needed.

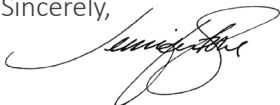
Conсор is submitting LOIs for three CEI projects that we believe will be under construction concurrently. If the City selects us for more than one project, we plan to maximize efficiency by assigning Dustin primary responsibility for the daily inspection of the projects, with Marco providing support during peak periods when items require full-time oversight. Our intent is to scale and adjust our staffing as necessary to ensure efficient and comprehensive inspection, testing, and management of the projects for the City. Although we have proposed only two field inspectors based on the expected scope of this project, please note that our Tennessee CEI team consists of 13 seasoned professionals who are equally experienced and available to support these projects as needed.

CONCLUSION

Conсор holds all necessary licenses and certifications required to perform this work. Our Tennessee CEI staff’s licenses and certifications are outlined in the certification matrix on the following page. We are prequalified with TDOT for the scope of services with “unlimited” status. Additionally, we have an active firm disclosure on file with the State of Tennessee to perform engineering services and maintain an active business license. Documentation of all these credentials will be provided to the City upon contract award. Our strengths that align with the City’s needs for this project include:

- Effective communication with the contractor and City staff
- Exceptional public involvement skills to maintain positive relations with the impacted businesses
- Ability to match the correct level of experience and expertise with the task at hand
- Ongoing progress meetings and updates
- Quick resolution of field issues
- Capacity to keep the project on schedule
- Ability to keep the project within funding budgets
- Consistency in staff who are known and trusted resources

We appreciate your consideration of Conсор for this project and look forward to the opportunity to serve the City again. If you have any questions regarding this LOI or require additional information, please feel free to contact me.

Sincerely,


Jennifer Stone, PE, *Vice President/Tennessee Area Principal*
865.406.4183 | Jennifer.Stone@consoreng.com

RELEVANT PROJECT EXPERIENCE



TDOT

Alcoa Highway Improvements

REFERENCE: Matt Edens, PE, 865.227.9318 | **COMPLETE:** 2026 (Est.)

PROJECT DESCRIPTION: As a subconsultant, Consor provides public involvement, utility coordination, and construction administration/management services to support this major project under TDOT's on-call CEI contract. **With a budget of \$186M+, this is the largest TDOT project to date that has moved to construction.** It involves widening 1.6 miles of Alcoa Highway (US 129/SR 15) between a rock bluff 100+ ft. tall and the Tennessee River. The new roadway will be expanded into the rock bluff and will include several bridges, two roundabouts, 24 retaining walls, utilities, drainage, base, and paving. The project faces challenges such as multiple sinkholes, a suspected subgrade failure, a high risk of rockfall, and heavy traffic volumes. It is in proximity to key facilities, including the University of Tennessee Medical Center (the only Level 1 Trauma Center in the area), the UT Agricultural Campus and Athletics facilities (part of which is an archaeological site), the Marine and Naval Operations Center, and the new research/medical/business park at Cherokee Farms. For the public involvement scope, Consor is responsible for coordinating communication between all project stakeholders, TDOT, and the contractor. This effort includes sending weekly email updates, attending meetings with key stakeholders and property owners, creating media content, and ensuring that public commitments are fulfilled.



City of Chattanooga, Tennessee

North St. Elmo Drainage Improvements (Chattanooga's "Big Dig")

REFERENCE: Jon Lyons, PE, 423.643.6170 | **COMPLETE:** 2019

PROJECT DESCRIPTION: The City of Chattanooga sought to perform a hydraulic study and structural evaluation of the existing storm conveyance to evaluate existing conditions and determine requirements to redirect storm conveyance around the landfill. The City contracted Consor to perform the study. The findings indicated that existing infrastructure was undersized for existing stormwater flows and the pipe under the landfill was extremely deteriorated and needed to be addressed in an expeditious manner. Consor provided hydrologic and hydraulic watershed modeling, TDEC permitting and coordination, and CEI services.



The \$15M stormwater project consisted of 1,360 ft. of 10-ft. by 10-ft. box culvert at depths reaching more than 30 ft. deep, 200 ft. of 8-ft. by 8-ft. box culvert, 630 ft. of 60-in. RCP, 230 ft. of 54-in. RCP and 400 ft. of 36-in. RCP, including three tunnels (two 78-in. tunnels under Norfolk Southern Railroad and one 96-in. tunnel under the parking lot of a dialysis clinic). Additionally, the project included part of the Chattanooga Riverwalk infrastructure for future tie-ins. **The project won four awards; Chattanooga's APWA Chapter Project of the Year, TCAPWA Project of the Year, ACEC People's Choice Award, and BRIC Engineering Project of the Year.**

RELEVANT PROJECT EXPERIENCE (CONTINUED)



TDOT

SR 28 from North of I-40 to Potato Farm Road CEI

REFERENCE: Curt Duncan, PE, 423.634.5796 | **COMPLETE:** 2026 (Est.)

PROJECT DESCRIPTION: This project includes a four-year, six-mile roadway project along SR 28/US 127 in Cumberland County. The project consists of approximately two miles of two- to five-lane cross-section and four miles of two-lane to a divided four-lane cross-section. It will include .5M cubic yards of excavation, a 203-ft. by 28-ft. box bridge, 100,000 tons of asphalt, and more than 7.5 miles of storm drainage and lighting inside the city limits.



NDOT

Nashville Culvert Maintenance and Replacement Program CEI

REFERENCE: Rachel Wehring, PE, 615.862.8732 | **COMPLETE:** 2026 (Est.)

PROJECT DESCRIPTION: Consor provides CEI services for the replacement and rehabilitation of more than 70 stormwater culvert projects. These projects have included various construction methods, including open trench replacement, jack and bore replacements, CIPP liners, concrete spin-cast rehabilitation, and box/pipe culvert extensions.



Consor's CEI staff works closely with NDOT staff to address issues as they arise and develop cost-effective solutions. Construction duties include conducting preconstruction conferences; holding regular construction progress meetings; maintaining daily inspection logs; reconciling quantities and contractor pay applications; verifying construction lines, stakes and grades, and material testing and observations; and maintaining robust construction inspection documentation.



City of Knoxville, TN

Grainger Avenue over First Creek Bridge Replacement

REFERENCE: Robin Tipton, 865.215.6100 | **COMPLETE:** 2019

PROJECT DESCRIPTION: Consor provided engineering services to replace the existing steel girder bridge that was deemed structurally deficient. The area around the bridge was prone to flooding and the bridge frequently overtopped during large rain events. The project provided a new bridge with the stormwater capacity to handle a 100-year storm event, added stormwater infrastructure along Grainger Avenue to improve roadway functionality, and improved the streetscape along Grainger Avenue with sidewalk and bikeway connectivity from 6th Avenue to the Greenway Trail on each side of the roadway.

RELEVANT PROJECT EXPERIENCE (CONTINUED)



Metro Nashville Water Services (MWS)

Stormwater A&E Contract

REFERENCE: Matt Tays, PE, 615.862.4761 | **COMPLETE:** Ongoing

PROJECT DESCRIPTION: Due to Nashville's booming economy and increased development, MWS Development Services opted to hire consulting services to assist with technical reviews in an effort to be responsive to constituents and reduce backlog. Consor was one of the first engineering firms to begin working as an extension of the department's staff, performing technical design reviews for water, sewer, and stormwater submittals to ensure compliance with current MWS standards and regulations. Because of our extensive experience with design and superior track record of department submittals, Consor was awarded a five-year contract in 2018 to continue assisting the Department. The vast majority of the reviews to date are stormwater reviews and range from infill developments to major neighborhood developments. Consor reviews and comments on all hydrologic/hydraulic modeling and reports, green infrastructure practices, and plan set submittals. Plan set reviews include demolition, grading, stormwater conveyance and detention designs, EPSC, water, and sanitary sewer sheets. To effectively provide the technical review services, Consor's staff is well-versed in all hydrologic/hydraulic modeling and calculation software and requirements.



Throughout the contract, Consor has not only assisted the department in technical reviews, but integrated with department staff and engineers to help navigate developer questions and concerns and ensure Metro regulations are interpreted and enforced correctly. Consor worked with the department and offered input on changes made to the 2021 regulations update and new sufficiency review process. On a weekly basis, Consor works with engineering firms to help them better understand the green infrastructure practices and drainage calculations required to avoid costly delays in acquiring their Metro approvals. To date, Consor has reviewed more than 200 individual projects, many of which entailed multiple reviews to ensure full compliance.



TDOT

Region 2 On-Call EPSC Services

REFERENCE: Curt Duncan, PE, 423.634.5796 | **COMPLETE:** Ongoing

PROJECT DESCRIPTION: Consor provides EPSC services for multiple roadway construction projects in accordance with TDEC CGP, water quality permits, and TDOT's *Construction Design Standards and Specifications*. Our inspectors are responsible for attending pre-construction and monthly progress meetings, performing twice-weekly EPSC inspections, recommending corrective action items, updating the field SWPPP, and overseeing stream relocation and wetland mitigation activities.

KEY PROJECT PERSONNEL RESUMES

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME		13. ROLE IN THIS CONTRACT	
Jennifer Stone, PE		Construction Manager	
		14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
		27	<1
15. FIRM NAME AND LOCATION (City and State)			
Conсор Engineers, LLC- Knoxville, TN			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
MS, Civil Engineering BS, Civil Engineering		Professional Engineer: TN #108717	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Certified Professional in Erosion and Sediment Control; TDEC EPSC Level I and II; OSHA 40-Hour; Hazardous Materials; 8-Hour Re-fresher Training; Lead Awareness; TDOT SiteManager for Managers; 10-Hour OSHA Construction; PMLG Project Manager Boot Camp; Quality Assurance; TTAP Work Zone Traffic Control/Flagging; TDOT Local Programs CEI Training; TDOT Local Government Guidelines Manual and ROW Training			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	TDOT Region 1, Alcoa Highway Improvements Knoxville, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			2024 Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Public Involvement/Project Manager: Jennifer is responsible for managing effective communications with all key project stakeholders, including UT Medical Center, assisting the TDOT Field Office with managing the construction effort, training new TDOT staff, utility coordination, fostering collaboration between project team members, evaluating monthly contractor pay estimates, tracking RFIs for timely response, and resolving project issues.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	TDOT Region 1, Improving 66 Phases 1, 2, and 3 Sevierville, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			2017 2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
Public Involvement/Project Manager: Jennifer was responsible for construction management, public relations, and resolving project problems to keep construction moving; acting as a liaison between TDOT, the City of Sevierville, and the contractor; supervising inspectors to ensure that work was performed and documented in accordance with the plans and specifications; facilitating meetings; preparing monthly progress estimates, construction change orders, and project reports; and participating in periodic FHWA inspections and inquiries. This project included eight miles of highway widening (grading, drainage, base, utilities, paving, bridges, retaining walls, sidewalks, and signals) with more than 44,000 ADT.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	TDOT HQ Construction General Engineering Services Statewide, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			2022 N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
Project Manager/Principal Engineer: Jennifer was responsible for authoring updates to TDOT Standard Specifications for Road and Bridge Construction and standard drawings, preparing written procedures for all of the processes performed by HQ construction staff, and updating the TDOT Construction Inspection Guide. She was also responsible for developing training material for contract compliance and scheduling.			
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	TDOT I-24 at Belvoir and Germantown Bridge Replacements CMGC Chattanooga, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			2020 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
Principal Engineer: Jennifer was responsible for providing principal oversight of the CEI team and contract administration, general public relations, regular site audits, managing quantity overruns and underruns to maintain an estimate at completion within the guaranteed maximum price, as well as coordination between the contractor, City, and TDOT.			

KEY PROJECT PERSONNEL RESUMES (CONTINUED)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME		13. ROLE IN THIS CONTRACT	
Crystal Myers		Project Records/Administrative Support	
		14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
		20	<1
15. FIRM NAME AND LOCATION (City and State)			
Conсор Engineers, LLC- Knoxville, TN			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
BA, Business Administration Management			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
10-Hour OSHA Construction; TTAP Work Zone Traffic Control/Flagging; TDOT Local Programs CEI Training			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	TDOT Region 1, Alcoa Highway Improvements Knoxville, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			2024 Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Project Support Specialist: As a subconsultant, Conсор provides public involvement, utility coordination, and construction administration/management services to support this major project under TDOT's on-call CEI contract. With a budget of \$186M+, this is the largest TDOT project to date that has moved to construction. It involves widening 1.6 miles of Alcoa Highway (US 129/ SR 15) between a rock bluff 100+ ft. tall and the Tennessee River. The new roadway will be expanded into the rock bluff and will include several bridges, two roundabouts, 24 retaining walls, utilities, drainage, base, and paving. The project faces challenges such as multiple sinkholes, a suspected subgrade failure, a high risk of rockfall, and heavy traffic volumes. It is in proximity to key facilities, including the University of Tennessee Medical Center (the only Level 1 Trauma Center in the area), the UT Agricultural Campus and Athletics facilities (part of which is an archaeological site), the Marine and Naval Operations Center, and the new research/medical/business park at Cherokee Farms. For the public involvement scope, Conсор is responsible for coordinating communication between all project stakeholders, TDOT, and the contractor. This effort includes sending weekly email updates, attending meetings with key stakeholders and property owners, creating media content, and ensuring that public commitments are fulfilled.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	TDOT SmartFix40 Statewide, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			2010 2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
CEI Records Technician: With a previous firm, Crystal's responsibilities included maintaining accurate documentation and records for TDOT's SmartFix40 project. She reviewed and tracked contractors' and subcontractors' payroll and TRBA job trainees for contract and state wage compliance. She also tracked weekly inspector diaries, contractor activities, entry of construction material quantities, stockpile, and testing reports in both Excel and SiteManager. She recorded QA/QC of materials and quantities submitted for payment; assisted with the monthly construction estimate; prepared concrete, asphalt, and aggregate reports for TDOT submittals; assisted in compiling the monthly construction report; and finalized project records through to the project's completion.			

KEY PROJECT PERSONNEL RESUMES (CONTINUED)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME		13. ROLE IN THIS CONTRACT	
Dustin Levinsky		Construction Inspector	
		14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
		8	<1
15. FIRM NAME AND LOCATION (City and State)			
Conсор Engineers, LLC- Knoxville, TN			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
Diploma, Jefferson County High School			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
TDEC Level 1; TDOT Aggregate Technician (pending); TDOT Concrete Field Technician/ACI Grade 1 (pending); TDOT HMA Inspector (pending); OSHA-10 Hour			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	TDOT SR 28 from North of I-40 to Potato Farm Road CEI Cumberland County, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			N/A Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Construction Inspector: This project includes a four-year, six-mile roadway project along SR 28/US 127 in Cumberland County. The project consists of approximately two miles of two- to five-lane cross-section and four miles of two-lane to a divided four-lane cross-section. It will include .5M cubic yards of excavation, a 203-ft. by 28-ft. box bridge, 100,000 tons of asphalt, and more than 7.5 miles of storm drainage and lighting inside the city limits.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	Harriman Bridge Knoxville, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			N/A 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
CEI Technician: With a previous firm, Dustin observed drillers performing rock coring and collecting at multiple locations. He logged depth data and collected rock core and soil samples.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	3045163001, Bechtel/DOE UPF Material Testing Oak Ridge, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			N/A 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
CEI Technician: With a previous firm, Dustin provided concrete and soil testing services for the uranium processing facility project at the Y-12 National Security Complex. Quality assurance testing was conducted in accordance with NQA-1 standards and included measurements of slump, temperature, and air content of fresh concrete, as well as the preparation of concrete test specimens. He also supported geotechnical engineering efforts related to soil and concrete materials.			
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	GWFD Y-12 Landfill Expansion Oak Ridge, TN		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
			N/A 2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
CEI Technician: With a previous firm, Dustin performed soil sampling for proctor and other tests, conducted nuclear density testing, and observed proof rolling. He also monitored the placement of liners and turf, measured sand infill in the turf, and tracked quantities of riprap used on the jobsite. Additionally, Dustin oversaw trial welds, destructs, and air testing on the installed liner.			

KEY PROJECT PERSONNEL RESUMES (CONTINUED)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Aaron Shealy	Utility Coordinator	a. TOTAL	b. WITH CURRENT FIRM
		8	8
15. FIRM NAME AND LOCATION (City and State)			
Conсор Engineers, LLC- Knoxville, TN			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
BS, Civil Engineering, Tennessee Technological University			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
TDEC Level 1; TDOT Local Programs; OSHA-10 Hour			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
NDOT Bridge Program Nashville, Tennessee		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Coordinator: Conсор manages the planning, evaluation, and prioritization of Nashville's bridge program, overseeing the maintenance, repair, and replacement of 500+ bridges and culverts. Our team conducts needs assessments, feasibility studies, economic impact analyses, and multimodal traffic studies for bridge and culvert projects. We lead project administration, including budgeting, scheduling, and public engagement. To date, Conсор has played a key role in the design and implementation of long-term infrastructure solutions for 4,000+ structures in Davidson County. Aaron performs project and program management, including funding needs analysis, preparation of annual funding requests, TDOT inspection reports review, project prioritization, pre-project planning, project concept planning, stakeholder involvement and public meeting coordination, ROW coordination, utility coordination, scoping report preparation, emergency response services, project financial and schedule management, asset management, data management, condition assessments, information management, capital funding management system support, oversight of design and field personnel, QA/QC of scoping reports, and technical reviews of subconsultant design plans.</p>			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Lickton Pike over Shane's Creek Bridge Replacement Nashville, Tennessee		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2018	Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Coordinator: This project includes pre-construction planning, ROW coordination, utility coordination, public notifications, and schedule management. Aaron coordinated the water main relocation plan approval with Metro Water Services. Additionally, he coordinated the relocation of NES poles and power lines, as well as AT&T and Comcast communication lines.</p>			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
5246 Brick Church Pike Culvert Replacement Nashville, Tennessee		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2022	2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Coordinator: This project included the design of a 14-ft. x 4.5-ft. slab bridge, EPSC measures, and the water main relocation plan. Aaron coordinated the water main relocation plans with Metro Water Services for approval and coordinated all work with the contractor. He also performed pre-construction planning, utility coordination, public notifications, and schedule management.</p>			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Dr. Martin Luther King Jr. Boulevard/Rosa L Parks Boulevard Bridge Replacement, Nashville, Tennessee		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2019	Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Coordinator: This bridge deck replacement project includes pre-construction planning, utility coordination, public notifications, coordination with the State of Tennessee, general services, and schedule management. Aaron coordinated the asbestos testing for the existing water main; coordinated the deck replacement plan and potential impacts to the existing water main with Metro Water Services; and coordinated the repair of an existing steam and condensate return piping system in conjunction with the bridge deck replacement.</p>			

CERTIFICATION MATRIX

Tennessee CEI Team Member, Title	PE	RLS	CPESC	TDEC Level 1	TDEC Level 2	TDOT Aggregate Tech	TDOT Asphalt Plant Tech	TDOT Concrete Field Tech	TDOT HMA Inspector	TDOT Local Programs	TDOT Nuclear Gauge	Confined Space	Hazmat (Troxler)	OSHA 10-Hour	OSHA Hazwoper	Work Zone Traffic Control
Jennifer Stone, PE, Tennessee Area Principal	✓		✓	✓	✓					✓		✓		✓		✓
Crystal Myers, Project Support Specialist										✓		✓		✓		✓
Dustin Levinsky, Construction Inspector				✓		✓		✓	✓					✓		
Marco Citarella, Construction Inspector				✓		✓		✓	✓					✓		
Mark Lee, RLS, Surveyor		✓												✓		
Aaron Shealy, Engineer-in-Training				✓						✓				✓		
Eddie Bigelow, Construction Inspector				✓		✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Jonathan Jones, Construction Inspector				✓		✓		✓	✓		✓		✓	✓		
Jordan Berlin, Project Support Specialist										✓						
Joshua Jenkins, Construction Inspector				✓		✓		✓	✓		✓		✓	✓		
Sean Toedter, Construction Inspector				✓		✓		✓	✓	✓			✓	✓		✓
Taylor Gray, Construction Inspector				✓		✓		✓	✓					✓		✓
Taylor Walls, Construction Inspector				✓		✓	✓	✓	✓	✓	✓		✓	✓		

✓ Pending certification
(registered for March 2025 class)

Submission Affidavits and Certifications

We Conzor Engineers, LLC
(Bidder/Proposer Company Name)

do certify that on the

CEI Services for Baum Drive 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
Laboratory Testing	5%	SBE	Engineering & Testing Solutions, LLC

☐ **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 Florida County of Pasco

Proposer's Name: David Bowden

Being duly sworn, deposes, and says that:

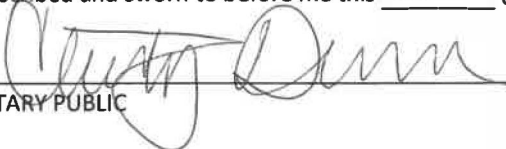
They are a principal officer of Conzor Engineers, LLC, the firm submitting the attached proposal, their title being EVP, East Region Executive Director, and has authority to affirm and/or certify the listed declarations.



Signature

EVP, East Region Executive Director
Title

Subscribed and sworn to before me this 4th day of March, 2025.



NOTARY PUBLIC

12/26/25
My Commission expires

COURTNEY DURAN
Notary Public, State of Florida
My Comm. Expires Dec. 26, 2025
No. HH 211035



May 8, 2025

Mr. Randall Whitehead, PE
Engineer Manager II
City of Knoxville
400 Main Street
Knoxville, TN 37901

Consor Engineers, LLC
4315 Kingston Pike, Suite 210
Knoxville, TN 37919
T: 865-406-4183
www.consoreng.com

**Subject: Baum Drive Stormwater Improvements Project
Construction Engineering Inspection Scope of Services**

Dear. Mr. Whitehead,

Thank you for selecting Consor Engineers, LLC (Consor) to perform the Construction Engineering Inspection (CEI) services for the Baum Drive Stormwater Improvements project. Our local CEI Team is ready and eager to begin providing quality services to the City of Knoxville on this project.

Based on our March 31, 2025 meeting we have prepared this letter to define our scope of services and provide the basis for a cost proposal.

For a construction schedule of six months (spanning from September 2025 through February 2026), we estimate that a budget of \$161,815 will be necessary to complete the services as detailed in this letter. Our services will be charged in accordance with the attached cost proposal on a time and materials basis. The hours included in this estimate assume six months of full time inspection; the specifics are detailed in the Labor Assumptions on the estimate sheet. Our actual cost depends upon the construction schedule and the amount of construction testing services you request. If project phasing and activity allows, we will reduce field staff to provide the most economical service possible.

SCOPE OF SERVICES SUMMARY

The purpose of this document is to clearly define Consor's duties regarding validating conformance to plans and specifications for the Baum Drive Stormwater Improvements Project. Consor will be responsible for successfully executing the following tasks:

1. **Provide Construction Inspection:** Consor will provide timely and qualified inspection of the work performed by the Contractor. Consor will collect preconstruction photographs, if possible, of adjacent City infrastructure to document existing conditions. Consor's Inspector will complete the Site Inspection Checklist along with a daily diary, measurements of installed work, and photos of work activities. Detailed notes will be recorded during each visit to document issues, dimensions, grades, and progress of the project. Key areas of focus will include:
 - Erosion and Sediment Control (installations in accordance with the plan, devices are maintained and appear adequate)

- Storm Drainage Structures and Pipes (products are in good condition; materials and installation conform to plans and specifications; bedding and backfill are placed in accordance with the plans and specifications; the system appears clean, free of leaks and provides positive drainage)
 - Ditches and Swales (constructed to the dimensions and grades shown in the plans and have proper erosion control measures in place)
 - Stormwater Quality Structures (products are in good condition and match the brand/size/model shown in the plans; installation conforms to plans and specifications; the system appears clean and free of leaks; structures are located and accessible within the designated easement; buffer zones are maintained throughout construction)
 - Streets (location, dimensions, surface finish, and grades conform to the plans and provide positive drainage; streets are in good condition and free of damage; street signs and markings conform to City and FHWA/MUTCD standards and are properly installed; roadside appurtenances such as lights and guardrails are properly installed; curbs are backfilled)
 - Curbs and Sidewalks in Right of Way (features are in good condition and free of damage; location, surface finish, and dimensions conform to the plans and specifications; all features (ramps, sidewalks, curb cuts, signalization) meet current ADA and City requirements; contraction and expansion joints are placed at the required spacing)
 - Entrances and Driveways (location, surface finish, and dimensions conform to the plans and specifications; curb cuts meet current ADA and City requirements; contraction and expansion joints are placed at the required spacing; radii are adequate for turning movements; adequate sight distance is present)
 - Landscaping will be coordinated in advance with the City's horticulturist and landscaper designer (if needed); plants will be inspected for good health; soil in landscape areas will be tested for percolation (if required); installation of plants will be verified to meet the noted number and spacing requirements; regular watering will be recommended to the Contractor and reported in the daily diaries.
2. **Quality Assurance and Acceptance Testing:** Consor will provide field testing with inspectors that are trained and certified to perform the tests. Consor will monitor and record proof roll results for subgrade. We will perform density testing on subgrade soils in fill sections using Standard Proctor results for the fill soils, tested by our accredited subcontracted laboratory. Consor will perform density testing on backfill, base stone and all lifts of asphalt mix. Density deficiencies will be coordinated with the contractor at the time of compaction, where possible, to assist with achieving passing results. We will monitor coring of the asphalt mixes and record the depth, type, and approximate composition of each pavement section as required. Consor will cast, cure, and test concrete compressive strength test cylinders for concrete that is placed within City Right of Way. Consor will measure all dimensions and will verify all grades using a four-foot long SmartLevel.

3. **Facilitate Meetings:** Consor will schedule, prepare the agenda, facilitate, and prepare meeting minutes for bi-weekly progress meetings. These meetings will promote communication and effective planning across the project team.
4. **Contractor Shop Drawings:** Consor will assist the City in reviewing contractor-submitted shop drawings. We will make recommendations for revisions or approval to the shop drawings.
5. **Reporting:** Consor will document all test results on standard Consor forms unless otherwise directed. Deliverables will consist of daily field reports, density reports, key materials submittals, COK Site Inspection Checklists, progress meeting agendas and minutes submitted electronically in pdf format.
6. **Records Management:** Consor will receive project documentation daily. This documentation may include material submittals, daily field reports, traffic control permits, correspondence, installed quantities, contractor employee payrolls, density testing reports, and other items as requested by the City. Consor will review the contractors monthly pay application request and confirm installed quantities on a monthly basis. At the end of the project Consor will submit an electric file of all project records to the City.

We appreciate the opportunity to serve the City of Knoxville on this project. Should you have any questions, please contact me at 865.406.4183.

Sincerely,

Conzor Engineers, LLC



Jennifer E. Stone, PE, CPESC
Vice President/Area Principal – Construction Management

Cost Estimate
 Construction Engineering and Inspection
 Consor Engineers, LLC
 City of Knoxville
 Baum Drive Stormwater Improvements
 5/8/2025



Construction Schedule
 9/1/25 - 02/28/26
 Records Management Closeout

26 weeks
 1 week

	Hours/Week	Ext. Hours	Rate	Ext. Amount
Project Manager	4	104	\$ 265.00	\$ 27,560.00
CEI Inspector (40 hours per week)	40	1040	\$ 100.00	\$ 104,000.00
Records Manager	6	156	\$ 115.00	\$ 17,940.00
CEI Inspector OT	varies	20	\$ 150.00	\$ 3,000.00
As Built Survey				\$ 4,500.00

	Estimated Count	Rate	Ext. Amt.
Lab - cylinders	15	\$ 25.00	\$ 375.00
Percolation	2	\$ 500.00	\$ 1,000.00
Standard Proctor (soil)	2	\$ 200.00	\$ 400.00
Standard Proctor (aggregate)	2	\$ 200.00	\$ 400.00
Gradation (aggregate)	2	\$ 150.00	\$ 300.00

Travel	Miles/Trip	No. Trips	Rate	Ext. Amount
Mileage - Project Manager	20	30	\$ 0.65	\$ 390.00
Mileage - Inspector	20	150	\$ 0.65	\$ 1,950.00

Total \$ 161,815.00

Labor Assumptions: (1) Inspector will be utilized generally 40 hours per week for six months; some OT hours are included to have a budget if needed and an established rate (2) four hours per week for six months are included for the Project Manager to conduct site visits, assist with site questions/resolutions, pay application review, report review and coordinating inspectors. (3) Records Manager is included for six hours per week for six months to facilitate documentation of pay quantities, reviewing material certifications and preparing required reporting. (4) Unit rates and estimated quantities are provided for testing concrete cylinders, Standard Proctor analysis, etc.